

## Testing/Expert Services/Test instrumentation/In-house courses Terms & Conditions of Eurofins York

(See [here](#) for Training terms & Conditions)

### 1 Definitions

"Client" means the person, firm or company who commissions the services of Eurofins York.

### 2 General

No warranties or conditions are to be implied beyond those expressed. These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Client, whether in negotiation or at any stage in the dealings between Eurofins York and the Client with reference to the work to which this quotation relates. The acceptance of the Eurofins York quotation includes the acceptance of the following conditions as well as any special conditions referred to in the quotation, and the elimination of any contrary conditions. Eurofins York will not be bound by any standard or printed terms furnished by the Client in any of his documents, unless the Client specifically states in writing separately from such terms that he intends such terms to apply and Eurofins York agrees such notification in writing.

### 3 Validity and Variation

- (a) Unless previously withdrawn, the Eurofins York quotation is open for acceptance within the period stated therein, or, when no period is stated, within thirty days only after its date.
- (b) Estimated costs given in the quotation are based on testing and expert services fees, labour rates, component and raw material costs and hire charges current at the date of quotation, but should these or other costs or overhead expenses outside the control of Eurofins York change, Eurofins York reserves the right to invoice at the new rates.
- (c) In the event of variation or suspension of work by the Client's instructions or lack of instructions, the quotation shall be adjusted accordingly. Eurofins York shall not be bound by any variation in the Client's instructions except as agreed by both parties in writing and signed on their behalf.

### 4 Limits of Contract

The Eurofins York quotation includes only such equipment, accessories and work as are specified therein.

### 5 Document, Drawings etc.

All reports, specifications, drawings and technical descriptions submitted with, or in connection with, the Eurofins York quotation are the copyright of Eurofins York and the Client warrants he will treat the same as confidential. Property rights in all documents (including any drawings or computer programmes) prepared or compiled by Eurofins York shall remain vested with Eurofins York but the Client shall have a free licence to use such documents as are supplied hereunder for those purposes for which the same were prepared and/or compiled.

### 6 Inspection and Tests

Equipment supplied, where practicable, will be submitted to Eurofins York standard tests. Eurofins York reserves the right to charge for such additional tests (other than those specified in the quotation) as it may be willing (at the Client's request) to undertake. All services supplied are subject to quality assurance procedures.

### 7 Equipment Installation

Unless specifically included in the quotation, installation costs and associated incidental expenses will be at extra cost.

### 8 Performance

Eurofins York will endeavour to achieve a satisfactory performance from a project or piece of equipment, but accepts no liability for failure to do so (whether or not the Client's requirements are set out in the quotation) if the work is in any way exploratory or experimental or if the environmental conditions specified

in the quotation are not maintained. The Client assumes responsibility that equipment, accessories and work commissioned by him are sufficient and suitable for his purpose insofar as his commission is in accordance with Eurofins York advice.

## 9 Liability for Delay

Whilst every effort will be made to complete the work within the time (if any) quoted by Eurofins York, time shall not be of the essence of any contract and Eurofins York shall not be liable for any loss of any kind occasioned by any delay in completion. **Force Majeure** - Eurofins York shall not be liable for failure to perform all or any of its contractual obligations by reason of any circumstances beyond its reasonable control including but not limited to strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components or any other cause.

## 10 Defects

Eurofins York will make good, by repair or at its option by the supply of a replacement, defects which under proper use appear in equipment it has made and supplied within a period of twelve calendar months after such equipment has been delivered and arise solely from faulty design, materials or workmanship. Save as in this Clause herein before expressed Eurofins York shall not be under any liability in respect of defects in equipment delivered or for any injury, damage or loss resulting from such defects, and YE Eurofins York S liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of such equipment, even if that purpose is known to Eurofins York.

## 11 Liability

Eurofins York will not be liable for any injury, loss or damage (apart from death or personal injury resulting from the proven negligence of Eurofins York or its employees) including costs however caused whether direct or consequential suffered or incurred by the Client in relation to any goods or equipment supplied or any of the services provided by Eurofins York. The Client agrees to indemnify Eurofins York against all liability to third parties arising whether directly or indirectly from the provision of equipment or services by Eurofins York including liability for infringement of patents design rights or copyright (see Clause 14(f)) but excluding any liability arising from the negligence of Eurofins York or its employees or from breach of any contractual terms governing the provision of the services of Eurofins York. The liability of Eurofins York to the Client for any loss damage or expense arising from any cause whatsoever and whether in contract or negligence (other than negligence covering death or personal injury) shall not in any one contract exceed the sum of £50,000.

## 12 Confidentiality of Information

Eurofins York recognises that the work of the contract may involve access to confidential information which the Client wishes to safeguard. Whilst Eurofins York will take all reasonable precautions to protect such confidential information, it will only be held by Eurofins York at the risk of the Client, no liability being accepted by Eurofins York in the case of its disclosure. Findings arising out of a project relating specifically to the Client's product or design will not be published without the written consent of the Client provided such consent is not unreasonably withheld.

## 13 Delivery

Delivery of all equipment and accessories shall take place at the Eurofins York site specified.

## 14 Inventions and Patents

- (a) Unless otherwise agreed, inventions made by any member of Eurofins York staff or other person engaged by Eurofins York and arising directly out of the requirements referred to in the quotation shall be the property of Eurofins York and Eurofins York shall be at liberty (but under no obligation whatsoever) to apply for a patent in respect of the same.
- (b) Eurofins York shall forthwith grant to the Client (at the expense of the Client but otherwise without consideration) an irrevocable non-exclusive licence under every patent granted on an application filed under (a) above (including every improvement and modification thereof) for the whole of the life of such patent but restricted to the technical field of the Client only. The Client shall not have the right to assign the said licence or to grant sub-licences thereunder.

- (c) If Eurofins York does not wish to apply for a patent on any invention made by any member of Eurofins York staff or other person engaged by Eurofins York arising directly out of the requirements referred to in the quotation, it shall so inform the Client who may then apply for such patent or patents in his own name and at his own expense.
  - (d) Every patent granted on an application filed under (c) above shall be maintained and all necessary fees paid by the Client during the whole of the life of the patent.
  - (e) The Client shall (if so requested in writing by Eurofins York) forthwith grant to Eurofins York (at the expense of Eurofins York but otherwise without consideration) under every patent granted on application filed under (c) above (including every improvement and modification thereof) -
    - (i) an irrevocable non-exclusive licence for the whole of the life of such patent but excluding the technical field of the Client and
    - (ii) (in the event of the Client failing to exploit such patent) an absolute assignment thereof.
2. Eurofins York shall in each case have the right to assign and grant sub-licences thereunder.
- (f) The Client warrants that any design or instruction furnished or given by him shall not be such as will cause Eurofins York to infringe any Letters Patent or Registered Design in the execution of his commission and that he will indemnify and keep indemnified Eurofins York against any claim for infringement of Letters Patent or Registered Design by the use or sale of any article or material supplied by Eurofins York to the Client and against all costs and damages which Eurofins York may incur in any action for such infringement or for which Eurofins York may become liable in any such action.

## 15 Payment

VAT will be added to invoices at the appropriate rate at the time of invoicing in accordance with UK and European law. Payment is to be made net within Thirty days of date of invoice unless otherwise stated by Eurofins York. Payment for courses & seminars to be made in advance of the start date. Payment for the supply of products may be requested in advance of shipment. The property in any equipment, drawings, reports, software or other items supplied will not pass to the Client until all invoices associated with these items have been paid in full. Where work is carried out in stages each stage must be paid for before Eurofins York commences work on the next one. If any default in payment for the whole invoice or any part thereof arises by the due date, Eurofins York shall be entitled to:

- (a) Charge interest on the outstanding amount at the rate of 8% per annum above the HSBC Bank Base Rate accruing daily.
- (b) Require payment in advance of delivery of undelivered goods.
- (c) Refuse to make delivery of any undelivered goods whether ordered under this contract or otherwise and without incurring any liability whatsoever to the buyer for non-delivery or any delay in delivery.
- (d) Cancel the whole or any part of a commission.
- (e) Make claims for debt recovery and interest on late payments.

## 16 Law of Contract

The Contract shall be governed and construed in accordance with the Laws of England.

## 17 Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Client and Eurofins York upon, in relation to, or in connection with the Contract, either of the parties may give to the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within fourteen days of receipt of such notice, of some person appointed by the President for the time being of the Institution of Electrical Engineers.

## 18 Cancellation of Expert Services/Testing/In-house courses - charges

Cancellation charges will be levied at our discretion as follows:

< 5 working days notice - full cost as per quotation.

< 5 - 10 working days notice - 30% of cost as per quotation.

For on-site work:

< 10 days – 100% of cost as per quotation.

**19 Privacy policy**

Our Privacy Policy sets out how Eurofins York Ltd uses and protects any information that you give Eurofins York Ltd in accordance with EU2016/679 General Data Protection Regulations (GDPR). Our Privacy Policy can be viewed [here](#).

**20 Application**

These terms and Conditions apply to all Eurofins York testing, expert services, test instrumentation & in-house course activities unless stated otherwise in our quotations; different Terms & Conditions apply to our scheduled training courses, which can be found [here](#).