

## ELEMENTAL MICROANALYSIS TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES

Please read these terms and conditions carefully before placing an order with us, or opening an on-line order account with us, because these terms will apply to all orders placed with us, whether directly or via your on-line order account.

Your attention is particularly drawn to the following provisions: clauses 2.8, 8.2, 8.3, 9.3, 11.12, 14.6, 14.7, 15, 19 and 20.

### OPERATIVE PROVISIONS

#### 1. ABOUT US

1.1 **Company details.** Elemental Micro-analysis Limited (company number 01281028) (**we and us**), is a company registered in England and Wales and our registered office is at 1 Hameldown Road, Exeter Road Industrial Estate, Okehampton, Devon EX20 1UB, which is also our main trading address. Our VAT number is GB 246 2438 08. We operate the websites [w www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) for the supply of **Goods** and [w www.elementallab.co.uk](http://www.elementallab.co.uk) for the supply of **Services**.

1.2 **Contacting us.** To contact us, telephone our customer service team at +44 (0)1837 54446 or email:

1.2.1 for **Goods:** [enquiries@microanalysis.co.uk](mailto:enquiries@microanalysis.co.uk); or

1.2.2 for **Services:** [analyst@microanalysis.co.uk](mailto:analyst@microanalysis.co.uk) (for technical queries) or [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk) (for quotes and any other queries).

#### 2. OUR CONTRACT WITH YOU

2.1 **Goods and Services.** These terms apply to the supply of both Goods and Services (as defined in clause 3.2), except whether application to one or the other is specified.

2.2 **Our contract.** These terms and conditions (**Terms**) apply to any Order (as defined in clause 3.2) made by you and supply of Goods or Services by us to you (**Contract**) whether that Order is submitted by phone, via



#### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

email or on-line. These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 **Your status.** By placing an Order with us, you confirm that you: (i) have the right, power and authority to enter into the Contract; (ii) you are not a consumer (meaning you are contracting with us for purposes relating to your trade, business, craft or profession); (iii) you are at least 18 years old; (iv) you are not a resident in, or the company you are placing an Order on behalf of does not trade in, one of the Excluded Countries (as defined in clause 2.4); and (v) you are not accessing [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) or [www.elementallab.co.uk](http://www.elementallab.co.uk) from an Excluded Country.

2.4 **Excluded countries.** We do not accept Orders for Goods or Services from people resident in, or companies with trading address in, the countries where our exclusive distributors are based. Our current distributors for Goods and Services are listed here: <https://www.elementalmicroanalysis.com/distributors.php>

(**Excluded Countries**). If you are resident in, or your trading address is in, an Excluded County, please contact our distributor based in the relevant country or contact us to direct you accordingly.

2.5 **Entire agreement.**

2.5.1 The Order (as defined in clause 3.2), Order Confirmation (as defined in clause 3.3.1), Credit Account Terms (as defined in clause 13.3) and these Terms are the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

2.5.2 You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.5.3 We both agree that each party shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in this Contract.

2.6 **Language.** These Terms and the Contract are made only in the English language.

2.7 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

2.8 **Your default.** If our performance of any of our obligations under the Contract is prevented or delayed by your act or omission or your failure to perform any relevant obligation (**Buyer Default**) (as determined by us acting reasonably):



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 2.8.1 without limiting or affecting any other right or remedy available to us, we shall have the right to suspend supply of the Goods or Services until you have remedied the Buyer Default, and to rely on the Buyer Default to relieve us from the performance of any of our obligations;
- 2.8.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 2.8; and
- 2.8.3 if requested by us, you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Buyer Default.

### 3. PLACING AN ORDER AND ITS ACCEPTANCE

3.1 **Quotation.** We will provide you with a quotation detailing the Goods or Services that we can supply to you, subject to these Terms. Any quotation is valid for the number of days stated on such quotation, or if no time period is stated, 90 days from the date of such quotation. If you do not agree to a quotation in full, please let us know so that we can revise the quotation. Prior to you submitting your Order based on any quotation, we can:

3.1.1 provide you with an amended replacement quotation; or

3.1.2 withdraw the quotation at any time.

3.2 **Placing your Order.** You may place your Order based on the relevant quotation for our Goods by phone, email or on-line, or for Services by phone or email. Each order (**Order**) is an offer by you to buy the goods specified in the Order (**Goods**) or services specified in the Order (**Services**) subject to these Terms. Please check the Order carefully before submitting it to us. You are responsible for ensuring that your Order and any documentation provided with your Order (including any specification submitted by you) is complete and accurate.

3.3 **Accepting your Order.**

3.3.1 If your Order is for Goods or Services, we will confirm our acceptance to you by sending you an email confirming that your Order has been accepted (**Order Confirmation**).

3.3.2 The Contract between you and us will only be formed when we send you the Order Confirmation and will relate only to the Goods or Services listed on the Order Confirmation.



#### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 3.3.3 We will not be obliged to supply any other Goods or Services which may have been a part of your Order until we have issued an Order Confirmation in respect of such Goods or Services.
- 3.3.4 **If we cannot accept your Order.** If we are unable to supply you with the Goods or Services for any reason, we will inform you of this by email and we will not process your Order or that part of your Order. If you have already paid for the Goods or Services, we will refund you the full amount including any delivery costs charged as soon as possible.
- 3.4 **Price error.** We sell a large number of Goods and Services, and is always possible, despite our reasonable efforts, that some of the Goods on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) or Services on [www.elementallab.co.uk](http://www.elementallab.co.uk) may be incorrectly priced:
- 3.4.1 where the Goods correct price is less than the price stated on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) or where the Services correct price is less than the price stated on [www.elementallab.co.uk](http://www.elementallab.co.uk), we will charge you the lower amount; and
- 3.4.2 if the Goods correct price is higher than the price stated on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) or if the Services correct price is higher than the price stated on [www.elementallab.co.uk](http://www.elementallab.co.uk), we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods or Services at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details you provided during the Order process, we will treat the Order as cancelled and notify you in writing. However, if we mistakenly send you an Order Confirmation for Goods or Services, and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel the supply of the Goods or Services (as applicable) and refund you any sums you have paid.
4. **OUR GOODS**
- 4.1 The images of the Goods on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com), or contained in any of our catalogues or brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that those images accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.2 The packaging of your Goods may vary from that shown on images on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com), or contained in any catalogues or brochures.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

4.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement, but for the avoidance of doubt, we shall not be responsible for checking your statutory or regulatory requirements and/or ensuring such requirements are met.

## 5. RETURN AND REFUND

5.1 Subject to clauses 5.2, 5.3, 5.5 - 5.7 (inclusive), provided your Order is for any **Goods** from our standard range (as displayed in our catalogue and on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) (**Standard Goods**)), you may cancel the Contract and receive a refund if you notify us as set out in clause 5.4 before your Order has been dispatched.

5.2 However, the cancellation right under clause 5.1 does not apply in the case of any Goods made to your specification (**Bespoke Goods**) or for:

5.2.1 any Goods which become mixed inseparably with other items after delivery; or

5.2.2 any Goods that are sealed, once such Goods are unsealed after you receive them.

5.3 You can only cancel an Order for Bespoke Goods if manufacture of the Bespoke Goods has not commenced. If manufacture has not commenced and you wish to cancel an Order for Bespoke Goods (whether in whole or in part) (**Cancelled Bespoke Order**), you must:

5.3.1 provide us with at least 3 weeks' notice in writing; and

5.3.2 indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with your Cancelled Bespoke Order up until the date of cancellation.

If you provide notice and indemnify us in accordance with this clause 5.3 and any funds remain, we will provide you with a refund or credit the relevant amount to your Credit Account (as defined in clause 13.2).

5.4 To cancel the Contract, you must let us know (see clause 1.2). If you are emailing us or writing to us, please include details of your Order to help us to identify it. We will email you to confirm we have received your cancellation request.

5.5 Excluding if the Goods are Bespoke Goods or if clause 14.3 applies, if any Standard Goods have been delivered to you and you would like to cancel your Order and return them to us, you must:

5.5.1 return the Standard Goods to us without undue delay and in any event within 90 days from the day on which the Standard Goods were delivered to you; and



### **Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 5.5.2 return the Standard Goods at your risk and expense in the original packaging (including any labelling).
- 5.6 If any returns do not comply with clause 5.5, you acknowledge and accept that we may not accept the return of such Standard Good.
- 5.7 If we do accept the return under clause 5.5:
- 5.7.1 we may charge you an administration fee equal to 15% of the total amount payable for the returned Standard Goods (excluding VAT). The parties agree that these liquidated damages are reasonable and proportionate to compensate us for accepting and processing the Order that has been cancelled (in whole or in part); and
- 5.7.2 subject to clause 5.7.1, we will credit the amount you have paid for the relevant Standard Goods (excluding any Additional Costs (as defined in clause 10.5)) to your Credit Account (as defined in clause 13.2).
- 5.8 If your Order is for **Services** you may cancel the Contract (whether in whole or in part) and receive a refund for the Services or relevant part of the Services (**Relevant Part**) (if you have paid for the Services or the Relevant Part in full), if you notify us as set out in clause 5.4 before we have received the Sample. You cannot cancel the Contract once we have received the Sample unless otherwise agreed by us in writing.
- 5.9 If you cancel the Contract or part of the Contract under clause 5.8:
- 5.9.1 we will refund you in full for the price you paid for the Services or Relevant Part, by the method you used for payment. We may deduct from any refund an amount for the supply of the Services or Relevant Part for the period up to the time when you gave us notice of cancellation in accordance with clause 5.4. The amount we deduct will reflect the amount that has been supplied as a proportion of the entirety of the Contract; and
- 5.9.2 if you have sent any Sample(s) to us, we will return the relevant Sample(s) to you at your risk and expense.

## 6. TITLE OF GOODS

- 6.1 You own the Goods once we have received payment in full, including payment of all applicable Additional Costs (as defined in clause 10.5).
- 6.2 Title to the Goods shall not pass to you until the earlier of:



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 6.2.1 us receiving payment in full (in cash or cleared funds) for the Goods, in which case, title to the Goods shall pass at the time of payment; or
- 6.2.2 you reselling the Goods, in which case title to the Goods shall pass to you at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to you, you shall:
- 6.3.1 store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (and shall provide us with a copy of such insurance promptly on request);
- 6.3.4 give us such information that we may reasonably require from time to time relating to:
- 6.3.4.1 the Goods; and
- 6.3.4.2 your financial position.
- 6.4 Subject to clause 6.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment in full for the Goods. However, if you resell the Goods before we receive such payment:
- 6.4.1 you do so as principal and not as our agent; and
- 6.4.2 title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 6.5 At any time before title to the Goods passes you, we may require you to deliver up all Goods in your possession that have not been resold or irrevocably incorporated into another product, and if you fail to do so promptly, enter any premises of yours or any third party where the Goods are stored in order to recover them.

## 7. DELIVERY AND TRANSFER OF RISK OF GOODS

- 7.1 Time shall not be of the essence for delivery of the Goods.



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 7.2 Unless otherwise stated by us in writing, we shall deliver the Goods to the address set out in the Order Confirmation (**Delivery Location**).
- 7.3 The Order Confirmation will contain an estimated delivery date, or if no delivery date is stated, the Goods shall be delivered within 30 days of the Order Confirmation. Occasionally our delivery to you may be affected by an event outside our control. See clause 19 (Events Outside Our Control) and 20 (Pandemic) for our responsibilities when this happens.
- 7.4 Subject to clause 9.4.1, delivery is complete once the Goods arrive at the Delivery Location, or when stated in clause 7.6.1 (if applicable), and the Goods will be at your risk from that time.
- 7.5 You shall provide at the point of delivery and at your expense, adequate and appropriate equipment and manual labour to accept or take delivery of the Goods.
- 7.6 If you fail to accept or take delivery of the Goods when we attempt to deliver them to the Delivery Location, then, except where such failure or delay is caused by an Event Outside Our Control, the Pandemic or our failure to comply with our obligations under the Contract:
- 7.6.1 delivery of the Goods shall be deemed to have been completed at the time we attempted delivery of those Goods; and
- 7.6.2 we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including, but not limited to, storage and insurance).
- 7.7 If after 10 working days from the day on which we attempted to deliver the Goods to you, you have not accepted or taken actual delivery of the Goods, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge you for any shortfall below the price of the Goods.
- 7.8 We may deliver the Goods in instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 8. NON-DELIVERY OF GOODS**
- 8.1 Subject to clause 8.3, the quantity of any consignment of Goods as recorded by us on dispatch from our premises shall be conclusive evidence of the quantity received by you on delivery, unless you can provide evidence proving the contrary to our satisfaction (acting reasonably).



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

8.2 We shall not be liable to the extent that any failure to deliver or delay in delivering the Goods was caused by:

8.2.1.1 an Event Outside Our Control;

8.2.1.2 the Pandemic;

8.2.1.3 because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods;

8.2.1.4 as a result of you requesting any changes to the Goods or any other changes to the Contract that are relevant to the supply of the Goods; or

8.2.1.5 any delivery made to the Delivery Location when such location was unattended or attended by a person or persons other than you.

8.3 You shall inspect the Goods within 2 working days of delivery of the Goods. We shall not be liable for any non-delivery of the Goods (howsoever caused) or delivery of incorrect Goods unless you give us written notice within 2 working days of delivery, or within 2 working days of the estimated delivery date stated the Order Confirmation, or if no such date is stated, the date when the Goods would, in the ordinary course of events have been received.

8.4 Subject to clauses 8.2 and 8.3, any liability of ours for non-delivery or incorrect delivery of Goods shall, at our discretion, be limited to replacing the Goods within a reasonable time or issuing a credit note for the relevant Goods against any invoice raised for such Goods. We shall collect any incorrectly delivered Goods from you and you shall make such Goods available for collection when requested by us.

## 9. INTERNATIONAL DELIVERY OF GOODS

9.1 Subject to clause 2.4, we deliver outside of the UK (**International Delivery Destination**).

9.2 If you order Goods from us for delivery to an International Delivery Destination:

9.2.1 your Order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. It is your responsibility to check what the requirements are for import of the Goods to the International Delivery Destination and for complying with such requirements; and



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

9.2.2 you will be responsible for:

9.2.2.1 properly completing all required documentation in relation to the import; and

9.2.2.2 payment of any and all duties, taxes, tariffs, charges, levies, assessments or any other fees of any kind imposed by a government or other authority in respect of the purchase and/or import of the Goods. This may include obtaining at your cost any import licences, permissions and consents in relation to the Goods that may be required from time to time. Please contact your local customs office for further information before placing your Order.

9.3 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

9.4 Unless otherwise agreed in writing between us, if this clause 9 applies:

9.4.1 the Goods shall be delivered Carriage Paid To (CPT) the Delivery Location (as defined in clause 7.2), in accordance with the Incoterms of the International Chamber of Commerce (ICC) as in force at the date of the Contract. Risk passes when the Goods are handed to the carrier for carriage to the Delivery Location; and

9.4.2 we shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

9.5 If there is a conflict between these Terms and the Incoterm referred to in clause 9.4.1, these Terms shall prevail.

## 10. PRICE OF GOODS AND DELIVERY CHARGES

10.1 Subject to clause 10.3, the prices of the Goods will be as stated on our Order Confirmation or if no price is stated, the price of the Goods as set out on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) at the time you submit your Order.

10.2 We take all reasonable care to ensure that the prices of the Goods are correct. However, please see clause 3.4 for what happens if we discover an error in the price of the Goods you ordered.

10.3 Prices for our Goods may change from time to time, but changes will not affect any Order you have already placed if an Order Confirmation has been issued for such Order and provided the estimated date of delivery of the Goods is not more than 4 weeks after the date of the Order Confirmation. If the delivery



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

date is more than 4 weeks after the date of the Order Confirmation, we will let you know if there are any changes to the price of the Goods (**Relevant Goods**). If you do not agree to the changes, you may cancel the Contract in accordance with clause 5.4 in respect of the Relevant Goods and we will issue a refund for any amount paid for the Relevant Goods.

10.4 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. If the rate of VAT changes between the date of your Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

10.5 The price of the Goods does not include delivery charges, insurance and any applicable levies or charges (**Additional Costs**), which will be added to the total amount due and set out on the Order Confirmation. To check relevant delivery charges, call our customer service team (see clause 1.2). Also see our Delivery FAQ page available via the main menu on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com).

## 11. OUR SERVICES

11.1 Any advertising or descriptions of the Services contained on [www.elementallab.co.uk](http://www.elementallab.co.uk) or in our catalogue are to give you an approximate idea of the Services, they shall not form part of the Contract or have any contractual force.

11.2 We shall supply the Services to you in accordance with the specification for the Services set out in the Order Confirmation (**Specification**) in all material respects.

11.3 We reserve the right to amend the Specification:

11.3.1 if necessary to comply with any applicable law or regulatory requirements, but for the avoidance of doubt, we shall not be responsible for checking your statutory or regulatory requirements and/or ensuring such requirements are met; or

11.3.2 if the amendment will not materially affect the nature or quality of the Services.

11.4 We shall use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

11.5 We warrant that the Services will be provided using reasonable care and skill.

11.6 Prior to obtaining any quote for our Services and/or submitting any Order, you shall inform us:



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 11.6.1 of the type and amount of material that we will be testing for you (**Sample**);
- 11.6.2 of any special storage requirements for the Sample;
- 11.6.3 if the Sample is hazardous in any way or may be hazardous, including but not limited to if it is or may be corrosive, toxic, a health hazard or harmful (**Hazard/Hazardous**);
- 11.6.4 of any expiry date (if applicable) or timescale relating to the Sample or performance of the Services (**Timescale**). Subject to clause 11.4, you acknowledge and accept that if the Timescale requires the Services to be expedited in any way, you may be required to pay additional costs, which shall be set out on the Order Confirmation; and
- 11.6.5 of any information that may affect our ability to perform the Services in relation to the Sample, and shall ensure that such information is complete and accurate.

11.7 You shall:

- 11.7.1 co-operate with us in all matters relating to the Services;
- 11.7.2 be responsible for:
- 11.7.2.1 delivering the Sample to the address stated on the Order Confirmation within 3 months of the date of the Order Confirmation;
  - 11.7.2.2 ensuring that the Sample is properly and safely packaged for delivery under clause 11.7.2.1;
  - 11.7.2.3 ensuring the Sample is appropriately insured during delivery and while the Sample is in our custody; and
  - 11.7.2.4 identifying and complying with any export and import requirements relating to the Sample. For the avoidance of doubt, this shall include but not be limited to:
    - (a) properly completing all required documentation; and
    - (b) paying any and all duties, taxes, tariffs, charges, levies, assessments or any other fees of any kind imposed by a government or other authority.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 11.7.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Sample to be sent to us and tested by us;
- 11.7.4 submit each sample with a Sample Submission Form, and ensure that such form is complete and accurate. You can access a blank Sample Submission Form on [www.elementallab.co.uk](http://www.elementallab.co.uk) or alternatively, please contact us (see clause 1.2);
- 11.7.5 promptly provide us with any information that we request from you in order to supply the Services and ensure that such information is complete and accurate; and
- 11.7.6 inform us in writing with the Sample:
- 11.7.6.1 what that Sample is made up of;
  - 11.7.6.2 when it was collected;
  - 11.7.6.3 any storage requirements;
  - 11.7.6.4 of any Timescale (as defined in clause 11.6.4);
  - 11.7.6.5 any information which may affect our ability to perform the Services in relation to the Sample;
  - 11.7.6.6 if that Sample is or may be Hazardous; and
  - 11.7.6.7 if the results of the Services are to be used for litigation or possible litigation;
- 11.8 You acknowledge and accept that:
- 11.8.1 it is your responsibility to determine if the Services will meet with your requirements;
  - 11.8.2 after receipt of any Sample, we may refuse to accept or test any Sample at our sole discretion. We will inform you if we exercise our right under this clause;
  - 11.8.3 we accept no responsibility for the condition of the Sample when we receive it, including because the Sample was damaged and/or contaminated during transit;
  - 11.8.4 if you do not comply with clause 11.6 and 11.7 or if the Sample arrives damaged or contaminated under clause 11.8.3:



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

- 11.8.4.1 we may be delayed and/or prevented from performing the Services; and/or
- 11.8.4.2 we may destroy the Sample at no liability to us or return it to you at your risk and expense;
- 11.8.5 it is your responsibility to collect enough samples for your purposes and to ensure that you have other examples of the Sample;
- 11.8.6 due to the nature of the Services, you acknowledge and accept that the Sample is likely to be destroyed in the normal process of us providing the Services;
- 11.8.7 after we have performed the Services in relation to any Sample we shall dispose of the Sample or any remnants of the Sample without any liability to us within 90 days of us sending you the Report (as defined in clause 11.8.9);
- 11.8.8 if we have agreed with you that we will return any untested Sample(s) to you, such Sample(s) shall be returned to you by courier at your risk and expense;
- 11.8.9 unless otherwise agreed in writing between us, any report provided in relation to the tested Sample (**Report**) shall apply to the tested Sample only, and not to any bulk from which the Sample was collected;
- 11.8.10 the Report shall be contained in an email; and
- 11.8.11 the Report shall not contain any opinions or interpretations or the like (**Responses**), only the results of the Services. We shall not be required to provide you with any Responses as part of providing the Services.
- 11.9 You shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with your failure to comply with clauses 11.6.3, 11.7.4 and/or 11.7.6 (as determined by us acting reasonably).
- 11.10 We have given commitments as to compliance of the Services with the relevant specification in clause 11.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.11 You shall notify us of any defects with the Report (as defined in clause 11.8.9) before the expiry of 30 days from the date that we sent you the Report and shall include in such notice a summary of the relevant defect and which Report it relates to.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

11.12 Subject to clause 15.2:

11.12.1 we shall not be liable for any defect with the Report (howsoever caused) unless you give us written notice in accordance with clause 11.11; and

11.12.2 our liability shall be limited to re-performing the Services within a reasonable time or crediting the amount paid for such Services to your Credit Account (as defined in clause 13.2).

## 12. PRICE OF THE SERVICES

12.1 In consideration for provision of the Services, you must pay our charges for the Services as set out on the Order Confirmation or otherwise agreed between us in writing (**Charges**).

12.2 Our charges for the Services exclude VAT (where applicable), which is payable at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of the quotation and the date of the Order Confirmation, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in VAT takes effect.

12.3 Subject to clause 5.8, if you wish to change the scope of the Services after we have accepted your Order you must do so in writing (**Change**). If we agree to such Change, we will modify the Charges accordingly. Such modified Charges shall be determined in accordance with our charges for the relevant Services as at the date of your request for the Change.

12.4 Our Charges may change from time to time, but changes to our Charges will not affect any Order you have already placed.

12.5 We take all reasonable care to ensure that the Charges of Services are correct. However, please see clause 3.4 for what happens if we discover an error in the price of Services you ordered.

## 13. HOW TO PAY FOR GOODS OR SERVICES

13.1 You acknowledge and accept that time is of the essence with regard to payment.

13.2 If you do not have a credit account with us (**Credit Account**), you can pay for Goods or Services (including all Additional Costs (as defined in clause 10.5)) using a debit card or credit card. We accept the following cards: Visa and Mastercard. You must pay us when you submit your Order.

13.3 If you have a Credit Account you must pay in accordance with the payment terms we have agreed with you in writing, or if we have not agreed any terms in writing, you must pay within 30 days from the date of our



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

invoice for the relevant Goods or Services (**Credit Account Terms**). We will issue an invoice for the relevant Goods or Services after we have sent you the Order Confirmation.

- 13.4 You must pay us in full and in cleared funds in the currency stated on the Order Confirmation.
- 13.5 Subject to any Credit Account Terms (as defined in clause 13.3), payment for the Goods and any applicable Additional Costs (as defined in clause 10.5) or Services is in advance. If clause 13.2 applies, we will not charge your debit card or credit card until we dispatch your Goods.
- 13.6 If you pay any amount and do not allocate that amount to payment of a specific invoice (**Unallocated Amount**), we shall apportion the Unallocated Amount towards payment of your outstanding invoice(s) as we think fit.

#### 14. **OUR WARRANTY FOR THE GOODS**

14.1 We provide a warranty that on delivery and for a period of 12 months from delivery (**Warranty Period**), the Goods shall:

- 14.1.1 subject to clause 4, conform in all material respects with their description;
- 14.1.2 be of satisfactory quality; and
- 14.1.3 be fit for any purpose held out by us in writing.

14.2 For the avoidance of doubt, we do not warrant that the Goods comply with any laws, regulations or standards outside the UK.

14.3 You shall inspect the Goods on delivery and shall inform us in writing within 2 working days of delivery if there are any defects with the Goods that would be apparent on a visual inspection (**Inspection Report**). The Inspection Report must include a description of the relevant defect, and the number and type of Goods affected.

14.4 You acknowledge and agree that the time period stated in clause 14.3 is reasonable.

14.5 Subject to clause 14.6, if:

- 14.5.1 you have provided an Inspection Report in accordance with clause 14.3 that some or all of the Goods do not comply with the warranties set out in clause 14.1; or



#### **Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

14.5.2 excluding where clause 14.5.1 applies, you discover any relevant defect in the Goods during the Warranty Period, and you give notice in writing to us during the Warranty Period, within a reasonable time of discovery, that some or all of the Goods do not comply with the warranties set out in clause 14.1,

and,

14.5.3 we are given a reasonable opportunity of examining the relevant Goods and/or any evidence requested by us from you in relation to such Goods; and

14.5.4 if asked to do so by us, you return the relevant Goods to our place of business at our cost,

we shall, at our option, repair, replace or issue a credit note of the amount actually paid by you for the defective Goods (excluding any Additional Costs (as defined in clause 10.5)).

14.6 We will not be liable for breach of the warranty set out in clause 14.1 if:

14.6.1 you make any further use of the Goods after giving notice to us under clauses 14.3 or 14.5.2;

14.6.2 the defect arises as a result of us following any drawing, design or specification supplied by you;

14.6.3 you alter or repair the Goods without our written consent;

14.6.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

14.6.5 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

14.7 Subject to clause 15.2, we will only be liable to you for the Goods' failure to comply with the warranty set out in clause 14.1 to the extent set out in this clause 14.

14.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

14.9 These Terms also apply to any repaired or replacement Goods supplied by us to you.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

15. **OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

15.1 References to liability in this clause 15 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.2 Nothing in these Terms limits or excludes our liability for:

15.2.1 death or personal injury caused by our negligence;

15.2.2 fraud or fraudulent misrepresentation;

15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

15.2.4 any other liability that cannot be limited or excluded by law.

15.3 Subject to clause 15.2, we will under no circumstances be liable to you for:

15.3.1 any loss of profits, sales, business, or revenue; or

15.3.2 loss or corruption of data, information or software; or

15.3.3 loss of business opportunity; or

15.3.4 loss of anticipated savings; or

15.3.5 loss of goodwill; or

15.3.6 any indirect or consequential loss.

15.4 Subject to clause 15.2 and 15.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed 100% the price you paid for the Goods or Services.

15.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods or Services are suitable for your purposes.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

## 16. TERMINATION

16.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods or supply of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

16.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;

16.1.2 you fail to pay any amount due under the Contract on the due date for payment;

16.1.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

16.1.4 you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on your business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

16.1.5 your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

16.2 On termination of this Contract, you shall immediately pay all of our outstanding unpaid invoices and interest, and in respect of any Goods and/or Services for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

16.3 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

16.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 17. INTELLECTUAL PROPERTY

17.1 In this clause, **Intellectual Property Rights** means, all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

computer software database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

17.2 As between you and us, all Intellectual Property Rights in or arising out of the Goods or Services are owned by, and shall continue to be owned by, us or our licensors.

17.3 Subject to clause 17.4 and 17.6, we licence to you:

17.3.1 use of each **Good**, free of charge and on a non-exclusive and worldwide basis for the duration of the life of the relevant Good, for the purposes of receiving and using such Good in your business; or

17.3.2 use of the **Report**, free of charge on a non-exclusive and worldwide basis to copy and use the Report for the purposes of receiving and using the Report in your business.

17.4 You acknowledge that, where we do not own any or part of the Intellectual Property Rights in the Goods then the licence in clause 17.3.1 shall be conditional on us obtaining a written licence (or sub-licence) from the relevant owner or licensor on such terms as will entitle us to licence such rights to you, and shall be subject to any terms imposed by the relevant third party in such licence.

17.5 You shall not sub-licence, assign or otherwise transfer the rights granted to you under clause 17.3 or clause 17.4 (if applicable), unless you are reselling the Goods, in which case you may transfer the rights granted to you under clause 17.3.1 to your customer.

17.6 For the avoidance of doubt, you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or adapt the Goods in whole or in part.

17.7 You grant to us, our agents, subcontractors and consultants a fully paid-up, non-exclusive, worldwide, royalty-free, non-transferable licence to copy and modify any materials provided by you to us (**Customer Materials**) for the term of the Contract for the purpose of providing the Services to you.

17.8 You:

17.8.1 warrant that receipt of and use of the Customer Materials in the performance of this Contract by us, our agents, subcontractors or consultants shall not infringe the Intellectual Property Rights of any third party; and



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

17.8.2 shall indemnify us in full against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by us arising out of or in connection with any claim brought against us, our agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt or use of the Customer Materials in the performance of this Contract.

## 18. CONFIDENTIALITY

18.1 Each party shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.3.

18.2 For the avoidance of doubt, in relation to provision of the Services:

18.2.1 any information that you provide to us relating to the Sample and any Report that we produce shall be your confidential information; and

18.2.2 if we obtain any information about you from a third party during the Contract (**TP Information**), you acknowledge and accept that we may not be able to disclose the source of such information to you, unless the source agrees. We will treat any TP Information as your confidential information.

18.3 Each party (each a **Relevant Party**) may disclose the other party's confidential information:

18.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Relevant Party's rights or carrying out the Relevant Party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 18; and

18.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.4 Before either party discloses any of the other party's confidential information under clause 18.3, to the extent permitted by law, it shall use reasonable endeavours to give the other party as much notice of the disclosure as possible.



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

18.5 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 19. EVENTS OUTSIDE OUR CONTROL

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). Without limitation, an Event Outside Our Control shall include:

19.1.1 acts of God, flood, drought, earthquake or other natural disaster;

19.1.2 epidemic or pandemic (excluding the Pandemic (as defined in clause 20));

19.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

19.1.4 nuclear, chemical or biological contamination or sonic boom;

19.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

19.1.6 collapse of buildings, fire, explosion or accident;

19.1.7 any labour or trade dispute, strikes, industrial action or lockouts;

19.1.8 non-performance by suppliers or subcontractors; and

19.1.9 interruption or failure of utility service.

19.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

19.2.1 we will contact you as soon as reasonably possible to notify you; and

19.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

20. **PANDEMIC**

20.1 You agree that we shall not be in breach of performing our obligations under this Contract if we are prevented, hindered, suspended or delayed from performing our obligations due to the Covid-19 pandemic, or any subsequent wave of that pandemic, or any related pandemic (**Pandemic**).

20.2 If clause 20.1 applies our obligations shall be suspended, and the time for performance of our obligations shall be extended until confirmed in writing by us. Your corresponding obligations shall be suspended, and the time for performance of your obligations extended, to the same extent as ours under this clause 20.2.

21. **NOTICE**

21.1 When we refer to "in writing" in these Terms, this includes email.

21.2 Any notice by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

21.3 If you are sending notice to us, you must:

21.3.1 send notice by post to: Elemental Micro-analysis Limited, 1 Hameldown Road, Okehampton EX20 1UB; or

21.3.2 send notice by email to: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk),

unless we notify you of any replacement postal or email address for such purpose (**Replacement Notice Details**), in which case you shall send your notice to the Replacement Notice Details.

21.4 We may give notice to you either at the email address or postal address you provided when placing your Order.

21.5 A notice is deemed to have been received:

21.5.1 if delivered personally, on signature of a delivery receipt;

21.5.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting in the place of receipt; or

21.5.3 if sent by email, at 9.00 am the next working day after transmission in the place of receipt.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No. VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

21.6 Subject to clauses 21.3 and 21.4, in proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the correct email address of the addressee and no bounce-back or the like confirming non-delivery was received.

21.7 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 22. COMMUNICATION BETWEEN US

22.1 When using [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com), [www.elementallab.co.uk](http://www.elementallab.co.uk) or placing orders for Goods or Services over the telephone, you accept that communication with us will be mainly electronic.

22.2 We will contact you by e-mail or provide you with information by posting notices on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) or [www.elementallab.co.uk](http://www.elementallab.co.uk).

## 23. GENERAL

23.1 **Set off.** You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law or as agreed with us in advance and in writing).

### 23.2 Assignment and transfer.

23.2.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by post or email, or by posting on [www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) (if the Contract relates to **Goods**) or [www.elementallab.co.uk](http://www.elementallab.co.uk) (if the Contract relates to **Services**) if this happens.

23.2.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

### 23.3 Variation.

23.3.1 Subject to clause 23.3.3, any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

23.3.2 Excluding where clause 23.3.1 applies, you acknowledge and accept that we have the right to vary these Terms from time to time, even if you have a Credit Account with us.



### Elemental Microanalysis Ltd

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**"The centre of excellence in elemental analysis"**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)

23.3.3 Your Order will be subject to the Terms in force at the date of your Order unless:

23.3.3.1 we make any changes that are required by law or any governmental authority; or

23.3.3.2 we notify you of any change to the Terms before we provide the Order Confirmation (**Change Notice**). If you do not notify us within 7 days of the date of the Change Notice that you do not accept the changes, you will be deemed to have accepted them.

23.4 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

23.5 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

23.6 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

23.7 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.



**Elemental Microanalysis Ltd**

1 Hameldown Road  
Okehampton Business Park  
Exeter Road, Devon,  
EX20 1UB UK

Tel: +44 (0)1837 54446

Fax: +44 (0)1837 54544

Email: [info@microanalysis.co.uk](mailto:info@microanalysis.co.uk)

**“The centre of excellence in elemental analysis”**

Registered in England – No. 1281028 VAT No.  VAT No. GB 246 2438 08

[www.elementalmicroanalysis.com](http://www.elementalmicroanalysis.com) [www.elementallab.co.uk](http://www.elementallab.co.uk)