

Metaltech Services Limited (MSL) TERMS OF TRADING

1. “The Company” means Metaltech Services Limited Ltd (MSL).
2. “The Customer / Client” means any company, individual, firm, organisation, or other body, to whom a quotation written or verbal whom the Company agrees to undertake a test or report is carried out or provided.
3. These terms shall apply to all sales, services or contracts undertaken between the Company and the Customer.
4. Any new customers’ first order on receipt of a pro forma invoice must be paid in full either by, cash, cleared cheque, or CHAPS/BACS, before any testing or investigation work is commenced or any reports than may have resulted from any work carried out by the Company of or by their own volition are submitted or handed over to the Client.
5. All quotations are valid and open for acceptance for a period of 30 days from the date that they were issued to the Customer either verbally or in writing.
6. Test pieces supplied by the Customer must be of adequate size and proportion for the Company to carry out the tests in accordance with the Company’s contract with the Customer
7. The Customer shall provide to the Company as much and all information that they have available, in terms of drawings, data and the application to which the source material that the test piece has been extracted and how it will be used in the future.
 - 7.1 The Customer must inform the Company of any pending or potential legal action relating to the material / components from which the samples have been extracted. Failure to comply with this condition risks the Company’s personnel who carried out the test work being unavailable to give evidence in a court of law. If the personnel are available this will be chargeable for them to perform that duty, this will then that will be charged separately and under a different charging/costing regime.
 - 7.2 The Customer must inform the Company in writing of any known harmful or unstable aspects or elements contained or contingent in or to the samples submitted by the Customer to the Company for testing, that during the course of the testing process could emanate and cause harm, injury or any health risk to the company’s personnel whilst the testing process is being carried out.
 - 7.3 It is the responsibility of the Customer to ensure that samples supplied for testing are of equal quality, nature and type to the source material and is representative of same.

7.4 The Company offers no warranty to the quality, or fitness for purpose or offer any guarantee to the merchantable quality that the Customer intends to put the source material to. The results produced by the company only refer to and are representative of the samples that were submitted and tested.

8. The Company shall retain the copyright of all test reports or certificates created by the testing process and shall remain in the exclusive ownership of the Company and can only be submitted to a third party with the written permission of the Company after being informed by the Customer for what purpose and to which individual, Company firm or organisation the Customer wishes to pass the information on to.

8.1 Aspects, results and findings contained in the reports and certificates issued by the Company to the Customer resulting from test processes carried out on the sample(s) provided by the Customer cannot be extracted out of the report(s) or certificate(s) and transcribed onto or used in any third party document.

9. The Company will carry out all of its test procedures with reasonable care, competence and professional integrity, but are not responsible or liable in any way for any consequential losses that may arise from the work that they have undertaken and the reports and certificates that the Company have produced and issued pursuant to that work. This includes any loss, damage, injury either physical or reputational emanating from the application and employment of the source material from which the sample pieces have allegedly been extracted from and the Company have conducted tests on.

9.1 The Company is accredited by UKAS to ISO 17025. A list of accredited tests that are applicable to the Company are published on the UKAS website. The Company will not be liable in any way, or to any extent, degree or level to any party for any tests that the Company may agree to undertake in accordance with the standards or methods as specified by the Customer.

9.2 In respect of any loss, damage or cost incurred by the Customer or to any parties that may have directly or indirectly arisen out of any tests undertaken by the Company or any report produced by the Company. The Company shall not be liable.

10. The Company will be released from its contractual obligations to the Customer and bear no liability to the Customer or any third party for any failure or delay that has been bought about by any act of god, pestilence, labour dispute, strike, flood ,war riot, explosion or terrorism or any unforeseen circumstances that were out of the Company's control.

11. The results of the tests and the certificate and any reports that arise out of the testing procedure are representative of the sample that were provided by the Customer to be evaluated and no warranty expressed or tacit is offered.



12. All prices quoted by the Company for any work it carries out on behalf of the Customer is net of VAT. The subsequent invoice raised by the Company on the Customer will have added to the appropriate rate of VAT applicable at the date of the invoice.

13. Any remnants are retained for a maximum of 60 days (unless otherwise agreed in writing between the Company and the Customer).

14. The Company reserves the right to charge interest on overdue amounts. Payment is due within 30 days of the invoice date (unless otherwise agreed by the Company and Customer in writing). We reserve the right to charge statutory interest at a rate of 8% above the Bank of England base rate per annum on late payments, alongside fixed compensation fees ranging from £40 to £100 per overdue invoice, in accordance with late payment legislation.

15. Unless otherwise agreed expressly in writing by the Company the contract will be governed and construed in accordance with the Laws of England. The Customer entering into a contract with the Company, submits to the jurisdiction of the English Courts.

For and behalf of Metaltech Services Limited:

 Louise Scott - 4 th January 2024 Managing Director	 Lovlesh Beharry - 4 th January 2024 Engineering Manager
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