



ANALYSIS REQUEST FORM

SHEFFIELD ANALYTICAL SERVICES

A Division of Sheffield Assay Office

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Arrival Time

Sent By

Assay Office Use Only

Table with 4 columns: Reference No., Analysis, Description, Special Instructions. Multiple empty rows for data entry.

Purchase Order Number

Page 1 of

Table for Notification of Results with rows for Telephone, Fax, Email, Post.

Return Address (if different from above)

V.A.T. No. GB 172 5721 64

Authorised Signature and Date fields

# SHEFFIELD ANALYTICAL SERVICES

A Division of Sheffield Assay Office

## Terms and Conditions of Sale

### 1. GENERAL

- 1.1 These conditions apply in respect of all articles and samples (and where appropriate the materials from which the sample is taken) received by or on behalf of Sheffield Analytical Services Division of the Assay Office (the "Company") for marking and/or certification ("Certification") and/or testing (the "Analytical Services") respectively.
- 1.2 Any person (the "Consignor") by or on whose behalf any article is delivered sent or consigned for Certification or by or on behalf of whom samples are taken by the Company for the purpose of the Analytical Services and his successors in title shall be bound by these conditions to the exclusion of any conditions of order of the Consignor or any other standards specifications conditions or particulars of or adopted by the Consignor which unless accepted in writing by the Company shall have no effect.
- 1.3 No variation of these conditions shall be binding unless expressly agreed by the Company in writing. The signing by the Company of any documentation of the Consignor shall not constitute a modification of these terms.
- 1.4 The employees or agents of the Company are not authorised to make any representations concerning any articles and samples submitted by the Consignor for Certification and/or the Analytical Services unless confirmed by the Assay Master of the Company in writing. In entering into any contract the Consignor acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 1.5 Any typographical clerical or other error or omission in any price list invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 2. CANCELLATION

- 2.1 The Company reserves the right at its discretion to decline to accept any article or sample submitted by the Consignor.
- 2.2 No order for Certification or the Analytical Services submitted by the Consignor which has been accepted by the Company may be cancelled by the Consignor except with the agreement in writing of the Company and on terms that the Consignor shall indemnify the Company in full against all loss (including loss of profit) and costs (including the costs of administration and labour).

### 3. FEES

The fees of the Company (unless otherwise agreed) shall be displayed at the offices of the Company and unless otherwise indicated will be those current at the time the results of Certification and/or the Analytical Services are delivered to or collected by the Consignor.

### 4. TERMS OF PAYMENT

- 4.1 All fees quoted are exclusive of VAT and any other tax or duty related to carrying out the work and are also exclusive of storage transportation and packaging. The Company will issue to the Consignor an assay report sheet (the "Report") in a form agreed with the Consignor summarising the results of the work undertaken by the Company for the Consignor. The Report will be accompanied by a statement of fees due to the Company which must be settled within 28 days of the issue of the statement.
- 4.2 Failure on the part of the Consignor to settle fees due pursuant to clause 4.1 shall entitle the Company to cancel or suspend further work for the Consignor without prejudice to any other right the Company may have until payment or satisfactory security for payment has been provided. The Company also reserves the right to charge interest on overdue accounts at the rate of 2% per month.
- 4.3 The Company shall have a lien for all outstanding fees on the property of the Consignor in its possession.

### 5. REGISTRATION AND APPLICATION FORMS

- 5.1 Before any article or sample will be accepted by the Company for Certification and/or the Analytical Services the Consignor must complete the standard registration form and lodge it with the Company. Copies are available upon request from the Company.
- 5.2 All articles and samples submitted must be accompanied by a properly completed standard application form copies of which are available upon request from the Company or by any other application form the format of which is agreed by the Company to be acceptable (in either case the "Application Form").
- 5.3 Unless specifically agreed with the Consignor that the same may be discarded or destroyed the Company will retain all laboratory residues but will return any unused samples pursuant to clause 5.4 hereof.
- 5.4 5.4.1 The articles, the Report as defined in clause 4.1 and any unused samples shall be collected from the offices of the Company by the Consignor or his duly authorised agent or if requested on the Application Form they may be sent to the Consignor or as directed by him at the expense and risk of the Consignor.
- 5.4.2 The Company will (upon request in writing by the Consignor) store the articles and any unused samples at the risk of the Consignor at its normal charges as fixed by the Company from time to time.
- 5.5 Any unauthorised addition to any article or interference with any mark placed by the Company on any articles and/or any certificate issued by the Company (the "Certificate") shall invalidate the mark and/or the Certificate.

### 6. ANALYTICAL SERVICES

- 6.1 Subject to acceptance, the Company will carry out the Certification and/or the Analytical Services requested by the Consignor in the Application Form.
- 6.2 If anything is entered in the Application Form which is not acceptable to the Company, the Company will notify the Consignor. Subject thereto, the Company will carry out the Certification and/or the Analytical Services in such manner as it thinks fit and reserves the right to test each article or to test articles on a sample basis to be determined by the Company in its entire discretion.
- 6.3 Where the Consignor submits costume jewellery for Certification or Analytical Services that the jewellery is "nickel free" the articles will be tested in accordance with the guidelines laid down by the Local Authority Co-Ordinating Body on Food and Trading Standards (as the same may be amended from time to time). Articles will be certified or marked as nickel tested if the nickel content does not exceed the maximum permitted by such guidelines applicable at the date of Certification or carrying out the Analytical Services. No condition or warranty is implied by the expression "nickel free" that the article contains no trace of nickel but indicates only that the article met the standards set out in such guidelines at the time of Certification or carrying out the Analytical Services.
- 6.4 The Company will apply any registered or unregistered certification trademark which it is able or authorised to apply to any article if requested in the Application Form and if the article complies with the requisite standards. The Company reserves the right in the case of articles consisting of several parts, such as jewellery with a chain, to apply a trademark only to the principal part or parts.

### 7. ARBITRATION

If any dispute shall arise concerning the assay results in the Certificate the Company must be notified immediately and it will endeavour to reconcile any difference with any person or persons claiming loss as a result thereof (the "Complainant"). If reconciliation of the difference proves unsuccessful the dispute shall be referred at the request in writing of either the Company or the Complainant to a single referee acting as an expert and not as an arbitrator (the "Referee"). The Referee shall be selected by the Complainant from a list of not less than three qualified reputable and independent persons nominated by the Company and situated in the United Kingdom and the decision of the Referee shall be final and binding on all parties.

### 8. LIMIT OF LIABILITY

- 8.1 The Company shall incur no liability in respect of any loss or damage caused by the Company carrying out any tests on any article and/or by applying any mark to any article.
- 8.2 Save as provided in clause 8.1 aforesaid the Company shall have no liability whatsoever for any damages compensation costs expenses loss or other liabilities whether direct or consequential arising from or in connection with any contract made upon these Conditions except where the same is caused by the neglect or wilful default of the Company or its employees (but not contractors) while acting in the course of their employment with the Company and any statutory or implied term to the contrary is excluded insofar as permitted by law.
- 8.3 Notwithstanding anything herein contained any liability of the Company shall be limited to the unwrought value by weight of the material comprised in the sample or article submitted by the Consignor for Certification and/or the Analytical Services.

### 9. PERFORMANCE DATES

- 9.1 The Company will endeavour to maintain a rapid service for the Certification and/or the Analytical Services. However, any performance dates specified by the Company are approximate only and unless otherwise expressly stated time is not of the essence.
- 9.2 The Company will not be liable in any circumstances for the consequences of any delay in carrying out or failure to carry out the contract if the duration of the delay is not substantial or if the delay or failure is due to act of God fire inclement or exceptional weather conditions industrial action (whether at the Company's premises or elsewhere) hostilities shortage of labour materials power or other supplies governmental order or intervention (whether or not having force of law) or any other cause whether beyond the Company's control or of any unexpected or exceptional nature.
- 9.3 No delay shall entitle the Consignor to cancel or repudiate the contract.

### 10. DELIVERY

Subject to the provisions of clause 5.3 the Consignor must before the expiration of the period of two months after being requested to do so by the Company in writing either take delivery of the articles and any unused samples or give directions as to their delivery or request storage. If the Consignor shall fail so to do then upon the expiration of the said period of two months the Company shall be in possession of the articles and any unused samples as an involuntary bailee thereof and shall be entitled to sell the articles and any unused samples after due notice to the Consignor insofar as the same is required by law.

### 11. RISK

- 11.1 Risk in all samples and articles submitted for Certification and/or the Analytical Services shall remain with the Consignor at all times.
- 11.2 The Consignor should ensure that all articles and sample and if appropriate the materials from which samples are or are to be taken is insured in the full replacement value thereof under a policy of insurance against loss or damage by accident fire and theft. In particular the Consignor should ensure that such policy extends to all materials of the Consignor while in the custody of the Company its employees and contractors. The Company is under no obligation to give the Customer the notice specified in section 32(3) of the Sale of Goods Act 1979 or any amendment or re-enactment thereof.
- 11.3 Claims for damage shortage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for shortage or loss should be complied with.

### 12. INDEMNITY

- 12.1 Save where the Consignor does not make or hold himself out as making his contract with the Company in the course of a business (as defined by the Unfair Contract Terms Act 1977) the Consignor shall indemnify the Company against all and any liability cost or expense in excess of the liability of the Company to the Consignor hereunder which shall or may be incurred by the Company by reason of any claim action or legal proceedings brought against the Company or its employees or its contractors by the owner of the sample or article or by any such person having a legal or other interest in the sample or article whether such claim action or legal proceeding arises from or as a result of the negligence of the Company its employees its contractors or otherwise.
- 12.2 The Consignor is solely and entirely responsible for quality control of articles sent by the Consignor to the Company for Certification and/or Analytical Services. Accordingly, without prejudice to clause 12.1 the Consignor shall indemnify the Company against any liability incurred by the Company or its employees or its contractors to any person who claims to have suffered death or bodily injury as a result of the use of or physical contact with any article which the Company has certified or marked in accordance with the Consignor's requirements, whether or not such article was or was not to the standard specified or required by the Consignor, and whether or not the Company or any of its staff or contractors were negligent in carrying out any testing or sampling and/or in certifying or marking any article in any manner.

### 13. WARRANTY

The Consignor shall be responsible for ensuring that all articles and samples selected by it for Certification and/or the Analytical Services are appropriate. Where the Company at the request of the Consignor (whether actual or deemed) has taken a sample from materials provided by the Consignor for the purposes of Certification and/or the Analytical Services the Company accepts no responsibility and makes no representation or warranty that such sample which has been taken is appropriate. The results of an assay or test carried out on any sample by the Company relates only to that particular sample and the Company cannot be taken to have made any representation in relation to the material from which such sample is taken.

### 14. EMPLOYEES

Every right exemption defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available to and shall extend to protect every employee of the Company in the course of or in connection with his employment and any person undertaking work for the Company and for the purposes hereof the Company is or shall be deemed to be acting as agent on behalf of and for the benefit of all persons who are or shall be its employees or contractors from time to time and all such persons shall to this extent only be or be deemed to be parties to the contract contained in these conditions or of which these conditions form part.