

TERMS AND CONDITIONS OF BUSINESS

- 1 These Terms & Conditions apply to all dealings with Warwick Analytical Service (“WAS”) for the supply of chemical analyses.
- 2 On receipt of your completed Analytical Data Form, subject to clause 3 below, WAS agrees to provide the analysis of chemical samples requested on the form and will use its reasonable endeavours to provide the analysis within a reasonable period of time from supply of samples.
- 3 WAS reserves the right at any time to refuse to supply any chemical analyses requested and will notify you as soon as is reasonably practicable of such decision.
- 4 The price for the analysis shall be as agreed between you and WAS from time to time and shall be subject to VAT at the prevailing rate.
- 5 Payment terms are 30 days from receipt of invoice.
- 6 Interest on overdue invoices will accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above (name) Bank plc’s base rate from time to time in force.
- 7 WAS’s total liability to you, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the price to be paid for the analysis.
- 8 WAS shall not be liable to you in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 9 Any provision of these Terms & Conditions that is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this agreement.
- 10 You acknowledge that these Terms & Conditions, the Analytical Data Form and the price agreed with you contain the whole agreement between the parties and that you have not relied upon any oral or written representation made to you by WAS or its employees or agents and has made its own independent investigations into all matters relevant to it
- 11 These Terms & Conditions supersede any prior agreement between the parties whether written or oral.
- 12 These Terms & Conditions are subject to the law of England and Wales.
- 13 All disputes arising out of these Terms & Conditions shall be subject to the jurisdiction of the courts of England and Wales.
- 14 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce any of these Terms & Conditions.