

Conditions of Assay

1. a) All quotations are given and contracts are entered into subject only to these conditions of Assay and to the exclusion of all other guarantees, warranties and conditions (including any guarantees, warranties or conditions set out or referred to in any contractual or tender documents of the client) whether expressed or implied by Statute Common Law or otherwise except insofar as they are not inconsistent with these Conditions, or their exclusions shall be prohibited by law.
b) No amendment to these Conditions of assay shall have any effect unless approved in writing by a Director of the Company.
2. Orders confirmed by us cannot be cancelled except with our written consent.
3. Unless otherwise stipulated by the Company in writing, payment should be made within 30 days of the invoice dates.
4. The Assay will be carried out in good faith. A reasonable standard of care and expertise will be employed in it. Suitably qualified and experienced staff will carry out the Assay, who utilise suitable equipment for the purpose. Any decision as to the mode of conduct of the Assay or the personnel or equipment to be utilised in it shall be made by the company within its discretion.
The Assay will be carried out and the report produced in respect solely to the materials submitted to the company by the client for this purpose unless otherwise agreed in writing beforehand by the Company.
5. Assays will be carried out and reports thereon delivered to the clients as soon as is reasonably practicable but the company cannot accept any responsibility for delay in carrying out the Assay or delivering the report.
6. The Company will use its best endeavours to comply with its obligations set out in the terms of the Contract or these Conditions or any relevant Code of Practice but liability for any loss or damage whether direct or indirect sustained by the client as a result of or in connection with the conduct of the Assay shall be limited to replacement (if reasonably possible) of the Assay material supplied to the Company or payment of its market value.
7. In general the quantitative spectroscopic techniques employed for elemental analysis at the Company measure the element directly. Where results are reported as compounds of the elements (e.g. Oxides or carbides) this represents an expression of results and not an analytical finding. In most cases the form in which the results of such analysis are expressed represents the form in which the element is most likely to be present in the sample as supplied, but no guarantee is made in this respect.
8. Synopses of analytical methods used by the Company are available on request.
9. a) It is the responsibility of the client to deliver the sample for Assay to the premises of the Company where the Assay will take place.
b) The sample will be assayed as received by the Company and the company cannot accept responsibility for any damage to or loss of the whole or any part of any inherent change or alteration in the nature of the sample before arrival at the premises of the Company.
c) The client shall retain an additional spare sample identical to the sample submitted to the Company for Assay to enable a check to be made if required against the sample submitted and to be available for further Assay if required by either the client or the Company.
d) In normal circumstances the Company will, on request from the client, conduct a confirmatory Assay on the original or the additional sample. The fee payable for the confirmatory Assay will be the same as for the original Assay unless the confirmatory assay reveals that the original analysis result was substantially in error, in which case, the confirmatory Assay will be carried out free of charge.
e) The Company accepts responsibility for the safe delivery to the client of the Assay Report. If the client advises the Company of the failure to arrive of the Report, or any damage to it. Within a reasonable time after its departure from the premises of the Company, then the Company will deliver a further copy of the Report to the client free of charge.
f) In normal circumstances the Company will not return the sample submitted or any remaining part of it to the client. If the client requests it return, the Company will despatch the sample, or any remaining part to the client by normal postal or delivery services at the risk of the client and the Company reserve the right if the sample, by reason of bulk or fragility or distance to consignee, is expensive to return to the charge cost of packing and freight to the client.
10. The client will indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of the work done upon any sample in accordance with the requests of the client, which involves the infringement of any letters patent, copyright, registered design or trademark, or any claim for such infringements.
11. It is the responsibility of the client to advise the Company in writing of any particular damage or risk Which may be incurred in testing the sample submitted. If the client should fail to do so it will indemnify the Company against all loss or damage suffered by the Company or its personnel or any other persons on its premises arising as a result of such event.
12. The company may within its discretion contract-out to any third party all or any part of the Assay. The Company will advise the client of its intention to do so prior to submitting the materials of the client to the sub-contractor. All the obligations of the Company in respect of such Assay set out in these Conditions of Assay will be applied to such sub-contractor work as if the same had been carried out by the Company and the Company shall itself take all reasonable precautions to ensure the competence of the third party to carry out the Assay. Notwithstanding such sub-contracting the client will communicate only with the Company in respect to all matters arising out of such sub-contracted Assay.
13. Although all reasonable care is taken, any sample supplied by or belonging to the client will be held by the Company at the risk of the client and no liability for its loss or damage can be accepted by the Company.
14. The Company will not be held liable for any loss or damage caused by delaying in carrying out the Assay or delivering the Report, or failure to carry out the Assay or deliver the Report occasioned by strikes, lock-outs, epidemics, staff shortages, breakdowns, accidents, fires, wars, insurrections, Acts of God, or any circumstances beyond the control of the Company, provided that in the event of any such circumstances causing a delay the Company serves notice of such circumstances on the client and should the situation prevail for a period exceeding 60 days from the date of the notice, then either party shall be entitled on 10 days notice thereafter to cancel the order, or that part of the contract still outstanding.
15. If at any time any question, dispute or difference whatsoever shall arise between the Company and the Client upon or in relation to, or in connection to the Contract, either party may give notice in writing to the other party of such question, dispute or difference and the same shall be referred to arbitration by a sole arbitrator to be mutually agreed upon, and failing agreement within one month from the receipt of the said notice, to be appointed at the request of either party by the President for the time being of the London Chamber of Commerce. This submission to arbitration shall be in accordance with and subject to the provision of the Arbitration Act 1950 and any statutory modifications or re-enactment thereof for the time being in force.
16. The Contract shall in all respects be governed by and construed to English Law.

Health and safety of LSM analytical services personnel

Sample packages should comply with the following :

- The written instructions that identify the analyses that are required must be separate from any sample container. A copy of these written instructions must be inside the sample package [the customer may choose to send a second copy of the written instructions to accompany the sample package if they so wish.]
- The written instructions must include any information that LSM Laboratory may need in order to assess the risk to their staff from the handling of the sample(s). This should include, as appropriate :
 - ❖ Appropriate information about the location and/or process from which the sample was collected.
 - ❖ The likely hazardous constituents of the sample(s) where the customer has this information.
 - ❖ Material Safety Data Sheets [if available] of the materials concerned.
- Any powder or dust samples must be double bagged in re-sealable plastic bags [or in some other form of container that provides an equivalent level of control of dust release from the sample concerned]. Each of the sample bags [or other container] must be labelled with a unique sample identification.
- Any liquid samples must be inside a fluid-tight container which is then put inside a re-sealable plastic bag. Each container must be labelled with a unique sample identification.
- Any breakable sample container [for example, glass] must be suitably protected during transit – for example, by the use of sufficient bubble wrap that is secured around it. In addition, the outside of the package should be marked as '**FRAGILE**'.
- All sample packages should comply with the requirements of either Royal Mail or the courier concerned.