

Quotation



Gwynedd County Council
Council Offices
Ffordd y Cob
Pwllheli
Gwynedd
United Kingdom
LL53 5AA

SOCOTEC UK Limited
Bretby Business Park
Ashby Road
Burton-upon-Trent
Staffordshire
DE15 0YZ

01283 554400

www.socotec.co.uk

Quote: EN-294877 MAR NRW Sediment Analysis

18th October 2024

Dear Gethin Jones,

Following your recent enquiry, please find enclosed our quotation. This supersedes any previous quotations for the same work.

Please ensure you read the attached documents and send in your samples alongside a sample list along with a contact phone number and email address of where the results need to be sent. Please also provide a copy of your purchase order.

If you require any technical assistance please contact Jane Colbourne on 01283 204210

I hope this is sufficient for your immediate needs, if you have any further questions regarding the quotation please do not hesitate to get in touch.

To proceed with this quotation, please provide SOCOTEC UK Limited with written authorisation and your official purchase order. By accepting this quotation you are agreeing to the SOCOTEC UK Limited Terms and Conditions of Business and Service Agreement attached. Quotation valid for 90 days.

Yours sincerely

A handwritten signature in black ink that reads 'J Colbourne'.

Jane Colbourne
Customer Services Manager

jane.colbourne@socotec.co.uk

www.socotec.co.uk
jane.colbourne@socotec.co.uk
Central Sales : 0845 603 2112



**EN-294877 MAR - NRW Sediment Analysis
MMO Analysis**



Matrix	Determinand	Limit of Detection	Method/Instrument	Turnaround (Working Days)	Quality Management System	SOP	Unit Value Per Sample (Ex. VAT)
Marine Sediment	Particle Size Distribution	%	Wet and Dry Sieving and Laser Diffraction	20	NMBAQC & MMO	SUB	£ 117.00
	Metals Suite (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	0.01-2mg/kg	Aqua-Regia Extraction & ICP-MS	20	UKAS 17025 & MMO	SOCOTEC Environmental Chemistry*	£ 128.00
	Organotins (DBT, TBT)	0.001 mg/kg	Acid Digest, Solvent Extraction & GC-MS	20	UKAS 17025 & MMO	ASC/SOP/301	£ 128.00
	PAHs (DTI 2-6 Ring Aromatics + EPA 16) For full list of compounds see table over page	1µg/kg	Solvent Extraction & GC-MS	20	UKAS 17025 & MMO	ASC/SOP/303 & 304	£ 260.00

*Indicates analysis is subcontracted out to another SOCOTEC laboratory.

SUB indicates that the analysis is subcontracted to another laboratory outside of SOCOTEC.


Additional Costs	Cost (Per Item)
Energy Surcharge (Per Sample)	£ 3.00
Courier Collection if Applicable (UK Mainland Only)	£ 35.00
Sample Storage per Unscheduled Sample, per Month (Frozen)	£ 10.00
Sample Storage per Unscheduled Sample, per Month (Chilled)	£ 3.00

Additional Information Relevant to Your Quotation
<ul style="list-style-type: none"> • A minimum order charge of £150 applies to each sample batch submitted. • Freezer storage samples of unscheduled samples must be agreed upon in advance and may not be available. • After analysis samples will be stored for 6 months and then disposed of. If samples need to be retained for longer then additional charges will apply. This must be agreed upon in advance. Samples can be returned on request at a courier charge of £30 per delivery. • To proceed with this quotation, please provide SOCOTEC with written authorisation and your official purchase order. By accepting this quotation you are agreeing to the SOCOTEC Terms and Conditions of Business and Service Agreement attached. Quotation valid for 90 days.

EN-294877 MAR - NRW Sediment Analysis


PAHs (DTI 2-6 Ring Aromatics + EPA 16)			
Acenaphthene	Benzo(e)pyrene	C3-naphthalenes	Naphthalene
Acenaphthylene	Benzo(ghi)perylene	Chrysene	Perylene
Anthracene	Benzo(k)fluoranthene	Dibenzo(ah)anthracene	Phenanthrene
Benzo(a)anthracene	C1-naphthalenes	Fluoranthene	Pyrene
Benzo(a)pyrene	C1-phenanthrene	Fluorene	
Benzo(b)fluoranthene	C2-naphthalenes	Indeno(1,2,3-cd)pyrene	

Sampling Requirements			
Analyte/Suite	Holding Time (Days)	Required Container	Handling Requirements
Organotins (DBT, TBT)	5	¾ filled acid cleaned and solvent rinsed 500ml amber glass container. Closure to be protected by solvent rinsed aluminium foil.	A temperature of 25°C should not be exceeded at any stage of storage or transportation. If the samples are not analysed within 48 hours, they must be stored at 4°C (short-term storage, under 1 week). Storage for over 1 week and up to 3 months is only possible for frozen samples (-20°C or below).
PAHs (DTI 2-6 Ring Aromatics & EPA 16)	7		
Total Hydrocarbon Content	7		
PCBs (25 Congeners inc. ICES 7)	30		
Organochlorine Pesticides	30		
Total Organic Carbon	28		
Metals Suite (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	180		
Brominated Flame Retardants (PBDEs)	30	500g plastic container.	
Particle Size Distribution	N/A		

Title	Analysis Request Form – MARINE MMO		Page 1 of 2	
Owner	Laboratory Manager – Specialist Chemistry	Document/ Version No.	ASCF 010h 1.0	

Customer Name & Address		Invoicing Address (if different from Customer Address opposite)		MMO Specification Testing Requirements- mark (x) to denote testing required for the sample									
Customer:				Organic Matter (Total Organic Carbon)	Particle size distribution By wet & dry sieving and laser detection	Metals Suite (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	Organotins (DBT, TBT)	PAHs	Total Hydrocarbon Content	PCBs	Organochlorine Pesticides	Other (as per quotation)	If other, please specify
Address:													
Contact Tel number:		Purchase Order Number:											
Contact Name:		Quote Number:											
Email results to:													
Sample Details		Date sampled											
		DD	MM										

Customer Declaration – I confirm the analysis & prices detailed above are correct. I confirm I have read & understood the terms & conditions that accompanied the quotation.		
Name:	Date:	Signed:
<u>For Laboratory Use Only</u>		
Samples Received at Laboratory	Date:	Received by:
SOCOTEC Specialist Chemistry Sample Receipt, Goods In, Bretby Business Park, Burton-upon-Trent, DE15 0YZ, Tel: + 44 (0) 1283 204210, Email: socotecmarine@socotec.com		


Title	Analysis Request Form – MARINE MMO		Page 2 of 2	
Owner	Laboratory Manager – Specialist Chemistry	Document/ Version No.	ASCF 010h 1.0	

Continuation Analysis Request Form-Marine MMO			MMO Specification Testing Requirements- mark (x) to denote testing required for the sample									
Sample Details			Organic Matter (Total Organic Carbon)	Particle size distribution By wet & dry sieving and laser diffraction	Metals Suite (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	Organotins (DBT, TBT)	PAHs	Total Hydrocarbon Content	PCBs	Organochlorine Pesticides	Other (as per quotation)	If other, please specify
		DD	MM									

Customer Declaration – I confirm the analysis & prices detailed above are correct. I confirm I have read & understood the terms & conditions that accompanied the quotation.

Name:	Date:	Signed:
<u>For Laboratory Use Only</u>		
Samples Received at Laboratory	Date:	Received by:

SOCOTEC Specialist Chemistry Sample Receipt, Goods In, Bretby Business Park, Burton-upon-Trent, DE15 0YZ, Tel: + 44 (0) 1283 204210, Email: socotecmarine@socotec.com

Title	DEVIATING SAMPLE REMINDER TO CUSTOMERS		Page 1 of 5	
Owner	Laboratory Manager – Advanced Chemistry & Research	Document/Version No.	ASCF010j 2.0	

To support guidance released by the Laboratory Committee of the European cooperation for Accreditation (EA), the United Kingdom Accreditation Service (UKAS) have issued a statement detailing their stance regarding Deviating Samples in Technical Policy Statement TPS63.

SOCOTEC Advanced Chemistry & Research has implemented procedures to ensure compliance with the appropriate standards and to provide reliable test results to our customers.

A deviating sample can be defined as:-

“Deviating samples can be defined as those which are not (correctly) cared for, for example they may have exceeded their maximum holding time, lack the date and time of sampling and/or other relevant information, have not been retained at appropriate temperature, are presented in inappropriate containers/packaging, have inappropriate headspace, be denatured through heat, light or humidity, have rotted or suffered microbiologically, have become cross contaminated, been damaged in transit, have been supplied in insufficient quantity (or with incorrect dimensions) and so on. As a result, deviating samples may jeopardise the validity of the reported test or calibration result.

In certain circumstances a laboratory may receive a sample or item where it is evident (or suspected) that integrity may have been compromised prior to receipt and should therefore be defined as deviating.

Additionally, there may be instances where a laboratory by its own actions (or inactions) allows a sample or item to become deviating after it has been received for analysis or whilst it is in transit (where transport is the responsibility of the laboratory).”

Taken from Section 3.2 of TPS63, June 2013

If a sample is considered to be deviating, we will inform you upon receipt of your samples and a note will be inserted in the analysis report.

The Sample Receipt email (which is emailed to you when we have processed your submission) will allow you the opportunity to provide feedback on how you would like us to proceed with your samples should you wish to reschedule the analysis and supply us with a replacement sample.

If we do not receive any communication back from you regarding the deviating sample within 2 working days we will continue with the analysis of the sample and include a deviating sample disclaimer in the report.

There are a number of reasons why a sample might be considered to be deviating, including:


1. HOLDING TIME IS EXCEEDED (FOR UKAS ACCREDITED TESTS ONLY)

For certain analytes, it is imperative that samples are processed within a certain time period as the sample may degrade quite rapidly over time and consequently the data produced may not be a true reflection of the sample at the time of sampling. This maximum time period in which sample processing must commence to prevent the data integrity being affected is called the ‘Holding Time’.

Holding Time is measured from the time/date at which sampling occurred to the point at which the sample can no longer degrade – usually when it is digested or extracted.

If a sampling date is not provided upon receipt then we are unable to determine the Holding Time and as such the sample (and all analysis) would be marked as deviant.

If both sampling date and analytical schedule have been provided in a timely manner but the laboratory has been unable to process samples before their holding time has elapsed, this again will cause the samples to be deviating.

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2. THE SAMPLE HAS BEEN SUBMITTED IN AN INAPPROPRIATE CONTAINER (TEST DEPENDANT)

In an effort to prevent degradation of certain analytes and their interaction with the container material or environment, some tests will require a particular container to be used.

If a sample is received in an inappropriate container, this may have a detrimental effect on the quality of data produced so consequently, the test(s) will be marked as deviating.

3. THE SAMPLE HAS NOT BEEN CORRECTLY PRESERVED

Some analytes need to be preserved to ensure that degradation does not occur and the sample remains representative of its condition at the time of sampling. This can be by using chemicals to fix analytes within the sample.

4. THE SAMPLE HAS NOT BEEN SUBMITTED AT THE STORAGE CONDITIONS REQUIRED

Some samples need to be transported and stored in refrigerated or frozen conditions to ensure the stability / integrity of the sample or analytes. A sample may also be light sensitive and therefore should be stored in a dark container in dark conditions.

If a sample is received in inappropriate conditions it may have a detrimental effect on the analysis and therefore the quality of data produced so consequently, the test will be marked as deviating.

5. THE SAMPLE HAS AN INAPPROPRIATE HEADSPACE

Samples for VOC headspace analysis are required to be submitted in glass headspace vials. The sample should fill the vial with minimal space between the sample and the lid.

If samples are not provided, as stated above, for VOC headspace analysis then the sample will be classed as deviating.

6. THE SAMPLE HAS ROTTED OR SUFFERED MICROBIOLOGICALLY

If samples arrive and there is visual evidence of microbiological deterioration that could affect the analysis required then the sample will be classed as deviating.

7. THE SAMPLE OR SAMPLE CONTAINER HAS BEEN DAMAGED IN TRANSIT OR THE INTEGRITY HAS BEEN COMPROMISED I.E. THE SAMPLE HAS BECOME CROSS CONTAMINATED


If a sample arrives in a broken or compromised container and/or the sample has leaked or spilt then this could have an impact on the validity of the results and therefore the sample will be classed as deviating.

8. THE SAMPLE HAS BEEN SUPPLIED IN INSUFFICIENT QUANTITY OR WITH INCORRECT DIMENSIONS (FOR UKAS ACCREDITED TESTS ONLY)

To carry out analysis under the Specialist Chemistry Quality Management System we require a certain amount of sample to be provided. If insufficient quantity of sample is provided and the tests cannot be performed to the required methods then the test will be classed as deviating

9. THE SAMPLE DETAILS DO NOT MATCH THE ACCOMPANYING PAPERWORK

If a sample arrives and does not match the accompanying paperwork i.e. the wrong amount of samples have arrived or a sample list is not present then the sample will be quarantined until the customer has confirmed the corrected information.

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10. THE SAMPLE IS NOT WHAT IS EXPECTED

When a quotation is issued and is specific to a certain matrix then the sample received must be in accordance with the quotation. If a sample is received which is different to the matrix quoted the analysis and contract may change. Therefore the sample will be quarantined until a new quotation is issued.

To ensure the validity of your test results, we ask you to:

1. Provide SOCOTEC with the exact sampling date and time if applicable
2. Use the containers specified in the table 1 below if applicable
3. Preserve samples using the techniques outlined in table 1 below if applicable
4. Ensure samples are sent to SOCOTEC Advanced Chemistry & Research as promptly as possible
5. Provide SOCOTEC Advanced Chemistry & Research with sufficient amount of volume to carry out all analysis required
6. Provide SOCOTEC Advanced Chemistry & Research with adequate paperwork (preferably use the proforma sent out to you)

Please be advised that the integrity of data for samples/analysis that have been categorised as Deviating may be compromised. The reported data may not be representative of the sample at the time of sampling and this must be taken into consideration when interpreting data. Please note that accreditation is not automatically withdrawn due to samples becoming “deviating”.

We are happy to provide containers at so if you wish to order containers, or require any more information please contact Jane Colbourne on 01283 204210 or at socotecmarine@socotec.com


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Table 1 MMO Marine Sample Requirements

Analyte/Suite	Sample Matrix	Specialist Chemistry Standard Operating Procedure	Container Description	Holding/Handling Time Requirement (Days)
Organotins (DBT, TBT)	Sediment	ASC/SOP/301	¾ filled Acid cleaned and solvent rinsed amber 1 litre glass container. Closure to be protected by solvent rinsed aluminium foil.	<p>A temperature of 25°C should not be exceeded at any stage of storage or transportation.</p> <p>If the samples are not analysed within 48 hours, they must be stored at 4°C (short-term storage, under 1 week).</p> <p>Storage for over 1 week and up to 3 months is only possible for frozen samples (-20°C or below).</p>
PAHs (DTI 2-6 ring aromatics + EPA 16)		ASC/SOP/303 & ASC/SOP/304		
Total Hydrocarbon Content		ASC/SOP/305		
PCBs (25 congeners inc. ICES 7)		ASC/SOP/302		
Organochlorine Pesticides		ASC/SOP/302		
Brominated Flame Retardants (PBDEs)		ASC/SOP/308		
Metals Suite (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)		SOCOTEC Environmental Chemistry		
Organic Matter (Total Organic Carbon)		SOCOTEC Environmental Chemistry		
Particle size distribution by wet & dry sieving and laser detracton		External Subcontracted Laboratory	500g container	


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Table 2 Marine Scotland and All Other Marine Sample Requirements

Analyte/Suite	Sample Matrix	Specialist Chemistry Standard Operating Procedure	Container Description	Holding/Handling Time Requirement (Days)
Organotins (DBT, TBT)	Sediment	ASC/SOP/301	¾ filled Acid cleaned and solvent rinsed amber 120 ml glass container. Closure to be protected by solvent rinsed aluminium foil.	<p>Ideal standard conditions for the storage and transportation of sediment samples are as follows:-</p> <p>All field collected sediment samples for chemical analysis should be kept in the dark at a temperature of 4°C or less after collection and frozen as soon as possible to avoid samples being compromised.</p> <p>All field collected samples should be transported to the laboratory as soon as possible preferably within 24 hours of collection.</p> <p>If the samples are not analysed within 48 hours, they must be stored at 4°C (short-term storage, under 1 week).</p> <p>When frozen, samples have a stability of up to 3 months.</p>
PAHs (DTI 2-6 ring aromatics + EPA 16)		ASC/SOP/303 & ASC/SOP/304		
Total Hydrocarbon Content		ASC/SOP/303 & IHM		
PCBs (25 congeners inc. ICES 7)		ASC/SOP/302		
Organochlorine Pesticides		ASC/SOP/302		
Metals Suite (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)		SOCOTEC Environmental Chemistry	1litre plastic container	
Organic Matter (Total Organic Carbon)		SOCOTEC Environmental Chemistry		
Asbestos Identification		External Subcontracted Laboratory		
Particle Density		External Subcontracted Laboratory	500g plastic container	
Particle size distribution by wet & dry sieving and laser detraction		External Subcontracted Laboratory	500g plastic container	

Please contact the laboratory for any queries relating to any of the above tests or any analysis not included in the above.

SOCOTEC UK LIMITED

SERVICE AGREEMENT: ENV CHEM AND ADVANCED CHEMISTRY&RESEARCH

SA1. General

- (a) This 'Service Agreement' details the conditions that specifically apply to the Services detailed within the Quotation, unless otherwise stated within the Quotation, and shall be treated as an extension to the terms and conditions of the Contract.
- (b) Rates will be valid for acceptance for 90 days following the date of issue.
- (c) SOCOTEC UK LIMITED ('SOCOTEC') shall perform the Services with reasonable skill and care.
- (d) Any Report shall be factual only. SOCOTEC shall not interpret or comment upon the results detailed in a Report unless stated otherwise within the Quotation, or agreed in writing.

SA2. Validity

- (a) Rates will be valid for acceptance for 90 days following date of issue. Once accepted, rates will remain valid for one year from date of issue unless otherwise specified.
- (b) SOCOTEC reserves the right to withdraw a quotation at any time prior to acceptance.

SA3. Sample Labelling/Chain of Custody

- (a) All samples must be accompanied by a Chain of Custody Form. Where they are not and/or where there is any ambiguity with regard to sample labelling or required analysis, the sample will be held in quarantine until written confirmation has been received.
- (b) SOCOTEC will provide a Chain of Custody Form which must be completed by the customer in accordance with the instructions on it, indicating the analysis required on each sample. A completed copy must be sent in with each sample or batch of samples. It is the customer's responsibility to ensure that the form reflects the analysis requirements for each sample.
- (c) Please make sure your company name and sample references are clearly marked either on or inside each package. If a single sample is split across a number of packages, ensure this is clear – e.g. "Sample A: 1 of 3" and so on. Samples can be given any reference; the identification supplied here will appear on the analysis report

SA4. Delivery of Samples to the Laboratory

- (a) Please ensure your package(s) are clearly marked for the designated laboratory that will undertake the analysis on your samples. The first line of the address should be marked either Environmental Chemistry Reception*, Advanced Chemistry and Research Reception** or Marine Chemistry Reception[^]. If you are unsure on which laboratory your sample should be sent to, please ask your SOCOTEC contact who will provide this information.
- (b) After selecting the correct sample reception delivery point, all samples should be addressed to the same following complete address;
Environmental Chemistry*/ Advanced Chemistry and Research** /Marine Chemistry[^] Sample Reception,
Duffield House, Bretby Business Park, Ashby Road, Burton upon Trent, Staffordshire, DE150YZ
- (c) Your SOCOTEC contact can arrange the collection of samples using an approved courier (if required) and will be happy to discuss the availability and cost of sample collection.

SA5. Unsuitable Samples

- (a) On occasion, a sample may be deemed unsuitable for certain tests, i.e. if the material is likely to react with the equipment or reagents. Where this is the case, this will be indicated on the report and you will not be charged for the test unless it was attempted. Any attempt would be entirely at the laboratory manager's discretion.
- (b) We reserve the right to reject samples that are, or contain material that is (or is deemed to be), hazardous.

SA6. Turnaround Times

- (a) Turnaround time is calculated from receipt at the laboratory, with the date of arrival being day 0.
- (b) Where SOCOTEC has been requested by the client to collect samples using the approved SOCOTEC courier, all requests must be made at least the day before the required collection. SOCOTEC will always request a 'next day' courier service to allow the samples to arrive at the SOCOTEC Laboratory within 24 hours of collection by the courier, but, will not accept liability for failed collections, any samples being delayed or lost during transit or any associated costs the client may incur of resampling etc. should this be required.
- (c) In rare circumstances, turnaround time may be affected by unforeseen issues such as equipment failure. SOCOTEC will always endeavour to rectify issues as soon as possible and if there is going to be a significant impact on the turnaround time then you will be advised of this. In the event of significant equipment failure SOCOTEC may subcontract out certain tests or samples to a SOCOTEC-approved laboratory of equivalent standing.

SA7. Reporting Formats

- (a) SOCOTEC standard reporting format is PDF sample certificate via email. SOCOTEC can offer other client-specific formats which we will be pleased to discuss. SOCOTEC reserve the right to implement charges for non-standard reporting formats; a decision will be made on a case-by-case basis depending on complexity.

SA8. Sample Storage

- (a) All remaining material post analysis and reporting will be stored for a period no less than 5 weeks from receipt of samples to the SOCOTEC Laboratory. If the client requires long term storage or special storage conditions e.g. freezing of un-tested material/sample(s) a formal written request must be made to SOCOTEC in advance of any project commencing. Additional charges may apply for storage of whole untested samples, long term storage or special storage conditions. Further details will be offered on request.

SA9. Sampling Advice

- (a) SOCOTEC will be pleased to provide a quotation for provision of advice, training and independent field sampling services. However, where ad hoc advice is given free of charge, it is given in good faith and on the strict understanding that SOCOTEC accepts no responsibility or legal liability of any kind whatsoever for the advice given or its effects.

SA10. Cancellation of Analysis

- (a) If the client cancels part or all analysis on some or all samples received at the SOCOTEC laboratory, SOCOTEC reserve the right to charge in full for all work undertaken on the samples prior to the cancellation request being received by SOCOTEC.

SOCOTEC UK LIMITED

TERMS AND CONDITIONS OF BUSINESS

1. General

- (a) SOCOTEC UK Limited is referred to herein as 'the Company' and the person, company, firm or the like with whom the Company Contracts to supply the Services is referred to as 'the Client'.
- (b) The 'Company' shall mean SOCOTEC UK Limited.
- (c) The 'Services' shall mean the works detailed within (i) the document entitled 'Scope of Services' or (ii) the 'Quotation' provided to the Client, either of which shall be undertaken in accordance with the 'Service Agreement'.
- (d) The 'Service Agreement' details the conditions that specifically apply to the Services detailed within the 'Quotation' and Scope of Service document, unless otherwise stated within the 'Quotation' or 'Scope of Service Document', and shall be treated as an extension to these Terms and Conditions of Business and/or any other terms and conditions subsequently agreed between both parties.
- (e) The 'Quotation' means the quotation, tender submission or other like document (in whatever form) produced by The Company and issued to the Client. The 'Quotation' shall remain open for the period expressly stated within it. Should the 'Quotation' and these Terms and Conditions not be accepted within the timescales stated within the 'Quotation', The Company reserves the right to amend or withdraw the offer. All 'Quotations' are also subject to the Company obtaining satisfaction that the Client is capable of fulfilling their obligations under the payment provision of these conditions. The Company has not allowed at the Contract Date for any future cost or time impact of Coronavirus on the Prices, the Completion Date or the Key Dates.
- (f) The 'Contract' shall comprise the i) The Quotation, ii) the Scope of Service, iii) the SOCOTEC UK Limited Terms and Conditions of Business or any other Terms & Conditions agreed in accordance with Clause 1(k) and 1(l), iv) the Service Agreement, and v) any other document issued in accordance with Clause 1(k) and Clause 1(l), following written instruction to proceed with the Quotation by the Client, which shall be deemed as The Clients acceptance of the Quotation.
- (g) The 'Construction Act' means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009.
- (h) Unless otherwise expressly agreed in writing signed by one of The Company Directors, or other authorised official, The Company shall supply the Services only upon the Terms and Conditions of Business herein, which shall prevail over any conflicting terms, conditions or stipulations contained in any document originated by the Client.
- (i) If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected and if any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were rectified, the parties shall negotiate in good faith to rectify such provision such that, as rectified, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- (j) In accordance with the principles of the UN Global Compact, SOCOTEC UK Limited embraces, supports and enacts, within its sphere of influence, a set of core values in the areas of human rights, labour standards, the environment and anti-corruption and requests and encourages Client companies to do likewise. The ten principles are:

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights;

Principle 2: Businesses should make sure that they are not complicit in human rights abuses.

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: The elimination of all forms of forced and compulsory labour;

Principle 5: The effective abolition of child labour;

Principle 6: The elimination of discrimination in respect of employment and occupation.

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: Businesses should undertake initiatives to promote greater environmental responsibility; and

Principle 9: Businesses should encourage the development and diffusion of environmentally friendly technologies.

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

The Company does not tolerate bribery and corruption in any form, whether giving or receiving. Either party may terminate the Contract immediately in the event that the other commits an act of bribery or corruption which constitutes an offence under sections 1, 2 or 6 of the Bribery Act 2010.

- (k) The Company's name shall not be used in connection with the Contract for purposes of publicity, promotion or advertising without the prior written approval of one of The Company's Directors, or other authorised official.
- (l) No amendment or variation to the Contract will be binding on The Company unless the amendment or variation is issued in writing and is duly signed by an authorised officer of the Client and a Director of the Company.
- (m) A Pandemic Event means the emergence, occurrence, reoccurrence or significant increase in cases of a disease that occurs on a regional or national basis including but not limited to coronavirus disease (COVID-19) prior to or following the date of this Contract (as the case may be) and/or the implementation by the UK Government and/or any UK public health authority and/or any construction industry professional or representative body of measures, guidance, rules, regulations or industry best practice in response to the Pandemic Event, where the same affects the execution of the Subcontract Works or any preparatory work thereto, including but not limited to shortages of labour or supervision, shortages of plant or materials due to delays in their manufacture, distribution or delivery, or any suspension of works, closure, or restricted access to the Site or amended working methods.
- (n) "Coronavirus is, collectively and individually, coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 virus (SARS-CoV-2), or any other or similar name given to the pandemic by the International Committee on Taxonomy of Viruses (ICTV), and includes any change in law or officially mandated or recommended restrictions, quarantines, social distancing requirements, transport, travel or other working bans or restrictions, imposed or recommended by a national government or similar, under the Coronavirus Act or otherwise, or by other official bodies due to or in connection with the pandemic".

2. Our Obligations

- (a) The Company will perform the Services subject to and in accordance with these terms and conditions of business, the Scope of Service and the Service Agreement.
- (b) The Company shall perform the Services with reasonable skill and care.
- (c) Any Report shall be factual only. The Company shall not interpret or comment upon the results detailed in a Report unless stated otherwise within the 'Quotation', or agreed in writing.

3. The Client's Obligations

SOCOTEC UK LIMITED

TERMS AND CONDITIONS OF BUSINESS

- (a) In order to enable the Company to perform the Services the Client shall within a reasonable time, and without charge:
- (i) Give adequate notice of the required commencement date.
 - (ii) Obtain and provide The Company with all necessary information (including reports and other relevant documentation) in the Client's possession which relate to the Services and the project in relation to which the Services are being provided (the "Project").
 - (iii) Provide The Company with all other information which may be reasonably requested.
 - (iv) Provide the Company with the Client's decision, instructions, consents or approvals on or to all matters properly referred to the Client, in such reasonable time so as not to delay or disrupt the performance of The Company's Services.
 - (v) Instruct the Client's other professional advisers and Contractors to provide The Company with all necessary information and cooperation in relation to the Project.
- (b) Where applicable the Client will, in relation to health and safety issues, comply with the obligations of the "Client" as detailed in the Construction (Design and Management) Regulations 2015.
- (c) The Client shall provide all reasonable assistance to The Company so that the Company may comply with its Contractual obligations.
- (d) Where the Services or part of the Services are to be undertaken at a location other than the Company facilities. The Client shall ensure access to the location for The Company, its employees or agents as required. If the Company is unable to gain access to the location at the agreed or required time then The Company shall be entitled to charge the Client for any aborted time or additional costs in accordance with Clause 6(b) of these terms and conditions.
- (e) When specific bespoke induction training is required for site access, the Company reserves the right to charge all associated costs to The Client for staff attendance in accordance with Clause 6(b).
- (f) Unless otherwise agreed in writing The Client is responsible for selecting the specific tests required on site and in the laboratory and where tests are undertaken on site the Client is responsible for selecting the locations and depths at which these tests shall be performed and the specific requirements for samples to be taken.
- (g) The Client shall inform The Company in advance of their intended delivery of any samples that are known, or suspected, to contain material potentially hazardous to health such as radioactive, biologically active, poisonous, polluted or other toxic chemicals. In such cases, a risk assessment form shall be completed by The Client and issued with the samples.
- 4. Liability**
- (a) The Company undertakes to provide Professional Indemnity Insurance in an amount of £250,000 each and every claim.
- (b) The Company's liability to the Client in respect of the aggregate of all claims for negligent performance arising out of a single Contract shall not exceed £250,000, or five times the value of the Contract, whichever is the lesser.
- (c) The Company shall not in any circumstance whatsoever be liable for direct or indirect loss of profit or other consequential or economic loss of any kind suffered by the Client.
- (d) Nothing in these terms acts to limit The Company's liability for death or personal injury resulting from The Company's negligence.
- (e) The Company accepts no duty or liability in tort or delict to the Client.
- (f) No personal liability in Contract, tort or delict is accepted by any of the individual Directors or staff of The Company in relation to any acts, omissions or defaults arising out of the supply of the Services to the Client.
- (g) Any claim for breach of Contract, breach of duty or negligence or otherwise arising out of or in connection with the Contract shall be brought against The Company within six years of the act or omission alleged to have caused the loss in question.
- (h) The Company shall be indemnified by the Client against any liability for loss or damage and any other costs and expenses associated therewith arising out of discrepancies, errors or omissions within any information provided to the Company by the Client or from the execution of the Contract howsoever caused or incurred, except insofar as the same is caused by the negligence of The Company, its employees or agents.
- (i) The Company shall maintain adequate insurances to cover its liabilities for the duration of the Contract, and shall produce certified evidence at the Client's request.
- (j) In performing invasive investigation work, unavoidable damage may occur. Whilst reasonable effort will be made to minimise such damage, the Company shall not be liable for any unavoidable damage or any reinstatement works required.
- 5. Remuneration**
- (a) The Company's fee for undertaking the Services is defined in the Quotation (the 'Contract Price').
- (b) The Company shall render invoices monthly unless otherwise detailed within the Quotation. The invoice constitutes a valid Application for Payment, specifying the sum that the Company considers to be due at the Due Date for payment (the 'Invoiced Sum') and the basis on which that sum is calculated.
- (c) Where the Quotation is based on a schedule of rates, the Invoiced Sum will be valued by re-measurement against the unit rates detailed within the Quotation.
- (d) Where the Construction Act does not apply to this Contract:
- (i) The Client must pay the Invoiced Sum within 30 days from the date of the invoice;
 - (ii) Should the Client have any queries with the Invoiced Sum, the Client shall give written notice to the Company within 5 days from the date of the invoice detailing the calculation of the amount it considers due (the "Alternative Sum"). If the Client fails to give the aforementioned notice within the aforesaid period, the Invoiced Sum must be paid in full in accordance with Clause 5(d)(i);
 - (iii) If the Client issues the notice under Clause 5(d)(ii) within the specified period then, the Client must pay the Alternative Sum within 30 days from the date of the original invoice.
 - (iv) If the Client fails to pay the Invoiced Sum or the Alternative Sum within 30 days from the date of the invoice, the Company may suspend the performance of its Services, including but not limited to withholding results and reports, under this Contract by giving not less than 7 days' notice in writing to the Client of its intention to do so and the reason(s) for doing so.
- (e) Where the Construction Act does apply to this Contract:
- (i) The Due Date for payment by the Client shall be the date of the invoice.
 - (ii) The Final Date for Payment, and the date at which the Invoice is considered 'late' is 30 days after the Due Date.
 - (iii) The Client shall give notice in writing to the Company no later than 5 days after the Due Date for payment of the amount that the Client considers due, together with details of the calculation of that amount (the 'Notified Sum'). If the Client fails to give the aforementioned notice, the Invoiced Sum is deemed to be the Notified Sum.

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- (iv) The Client must pay the Notified Sum by the Final Date for payment but not less than 7 days before the Final Date for payment the Client may give a further notice that he intends to pay less than the Notified Sum, stating the sum which he considers due at the date of the notice and the basis on which the lesser sum is calculated.
- (v) If the Client fails to pay the Notified sum or the lesser notified sum in accordance with Clause 5(e)(iv), by the Final Date for Payment, the Company may suspend the performance of its Services under this Contract by giving not less than 7 days' notice in writing to the Client of its intention to do so and the reason(s) for doing so.
- (f) If the Client fails to pay the Invoiced Sum or Notified Sum or the lesser notified sum in accordance with Clause 5(e)(iv) by the Final Date for Payment, the Company shall be entitled to charge the Client interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount (the 'Debt') at the rate of 8% above Barclays Bank base rate for the period from the Final Date for Payment until the date the Debt is discharged. Failure to pay the account within the agreed credit terms then the whole of the account shall become immediately due and payable.
- (g) The Client shall pay in full, any interest charged in accordance with Clause 5(f).
- (h) In the event of a lawful suspension of work, the Company shall have the right to:
- (i) recover possession of and remove from the Client's premises all plant and equipment of any kind belonging to The Company and the Client shall afford The Company free access to the premises and such facilities as may be necessary to assist such recovery.
 - (ii) raise additional charges in respect of all costs, expenses and disbursements properly and necessarily incurred by the Company in demobilisation and remobilisation.
 - (iii) an extension of time for performance of the Services equal to the period during which the Services were validly suspended plus a reasonable time for remobilisation after the date of payment of the Notified Sum.
- (i) The Client is not entitled to set off any claim of any kind whatsoever against payment of the Contract price or other amounts owing to the Company.
- (j) Unless otherwise agreed in writing, all charges exclude VAT. The Client shall pay any applicable VAT at the rate ruling at the tax point in place at the date of the invoice in addition to the Invoiced Sum(s) and/or Notified Sum(s) payable.
- (k) The Client will make payment of the Contract Price in full concurrently when confirming their instruction to proceed, where the Client (i) does not have a credit account with the Company, or (ii) does not meet the credit requirements of The Company, when requested by the Company in advance.
- (l) All invoices shall be calculated in Sterling. Where the Client wishes to make payment in Euros, the rate of exchange shall be that prevailing at the date of the invoice. No other currency of payment will be accepted by the Company.
- (m) All invoices shall be made payable to 'SOCOTEC UK Limited'.
- 6. Additional Services and Charges**
- (a) It is possible that it will become necessary for the Company to provide Services which go beyond the Services as detailed in the 'Quotation' and/or the 'Scope of Services' and/or the 'Service Agreement' ("Additional Services"). Such Additional Services may arise out of, but are not limited to:
- (i) Changes in the scope or timing of the Project whether or not caused by variation instructions by the Client;
 - (ii) delay, defective performance or insolvency of the Client's other associates and Contractors;
- (ii) by written variation in the manner set out within clause 1(k);
- (iii) the Client's request to expedite early completion of the Services;
- (iv) unsatisfactory condition or unusual nature of the samples provided by the Client or of the testing environment, which were not reasonably foreseeable at the time of providing the 'Quotation';
- (v) Re delivery of goods/equipment to the Client.
- (vi) Coronavirus stops, delays or otherwise hinders the Company from completing the whole or part of the works
- (vii) The Client's denial of access to and use of the whole or any part of the Site and/or instructs the Company to suspend the performance of any or all of the Company's obligations and/or to vacate the Site or any part thereof in order to prevent, delay, reduce, mitigate or as a precaution against the spread of or the effect of disease, epidemic or pandemic, including but not limited to Coronavirus.
- (b) Should Additional Services become necessary, the Client shall pay charges based on actual staff, materials, consumables and equipment costs expended (at cost plus 20% in respect of overheads and profit) together with any additional charges at cost plus 15% in respect of any Services supplied to The Company by Third Parties.
- 7. Time for Completion**
- (a) Unless a period of time or a date for completion of the Services is specifically stated within the 'Quotation', The Company shall be obliged only to complete the work within a reasonable time.
- (b) Any estimate of the time likely to be required for completion of the Services is given in good faith for guidance only and The Company shall have no liability to the Client for compensation for any loss or damage arising if The Company does not complete the work within the time estimated.
- (c) No term as to the time for completion is of the essence of the Contract.
- (d) Turnaround times for testing services that we aim to achieve can be detailed in the quotation or scope of services if requested.
- 8. Termination and/or Suspension**
- (a) The Client may, by giving not less than ten working days written notice, require The Company to suspend the Services ('suspension of Services'). Following such suspension of services, the Client may, by giving not less than ten working days written notice, require The Company to resume the Services at any time within a period of three months from the date of suspension. In those circumstances The Company shall use all reasonable endeavours to resume performance of the Services as soon as possible. The time for performance of the Services shall be extended by a period equal to the period of suspension of Services plus a reasonable time for remobilisation after the date of an instruction in writing to resume the Services. If the Client does not request The Company to resume performance within such period, then The Company's appointment under the Contract shall be deemed to have terminated, and the provisions of clauses 8(f) and 8(g) shall apply.
- (b) The Client may determine the Contract in whole or part at any time by giving not less than ten days written notice to the Company.
- (c) In the event of a breach of condition either party may give ten working day's written notice to the other setting out the acts or omissions of the other party relied upon as evidence of such breach of condition and notifying its intention to determine the Contract unless the other party takes reasonable and

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expeditious steps to remedy the breach during the notice period. The party giving the notice may on the expiry of the notice period without remedy of the breach determine the Contract forthwith by a further written notice.

- (d) If the Client shall become bankrupt or shall be served with or issue a bankruptcy petition or if the Client being a Company goes or is put into liquidation, otherwise than by voluntary liquidation for the purpose only of amalgamation or reconstruction, or if the Client shall enter into any arrangement or composition with his creditors or if a Receiver of the Client's assets or undertaking or any part thereof is appointed The Company may at its option determine the Contract and refuse to make any further performance of the Services without prejudice to any claim or right it may otherwise have or exercise.
- (e) In the event of termination or suspension of Services, each party shall perform its obligations under the Contract fully and faithfully during the notice period.
- (f) Termination of the Company's appointment under the Contract, however it may arise, shall not affect the rights and remedies of either party in relation to any default of the other prior to such termination.
- (g) In the event of the Services being suspended or terminated by the Client under clause 8(a), 8(b), 8(c) or 11(a), or by The Company under clause 5(j) 8(c), 8(d) or 11(a) then the Client shall pay:
- the full cost of work undertaken by The Company up to and including the date of determination; and
 - all expenses and disbursements properly incurred (or to be incurred) arising from such suspension or termination (including but not limited to the cost of engaging, redeploying or dismissing staff) and direct or indirect consequential loss.

9. Force Majeure

Should the Company be prevented or hindered in supplying the Services or any part thereof, by reason of war, riot, explosion, flood, fire, strike, lockout, industrial dispute, industry shortage of materials or labour, equipment breakdown or any other cause whatsoever beyond the Company's control, the time for delivery or performance shall be extended by the period of time during which the said event prevented or hindered delivery or performance. The Company shall use its reasonable endeavours to reduce the period of delay so far as practicably possible.

10. Intellectual Property Rights

- (a) The copyright in the content of any reports, test results, data or any other such documents supplied by The Company as part of the Services shall remain vested in The Company, but the Client shall have a non-exclusive licence to copy and use any documents produced by The Company for the purpose for which they were prepared and provided by the Company, but for no other purpose, subject to payment having been made in full of all Notified sums for the Services in accordance with Clause 5 of these Terms and Conditions.
- (b) Unless otherwise agreed, any documents produced by and submitted to the Client by The Company may not be reproduced, except in full and in accordance with Clause 10(a) without The Company's written permission. Test results and/or data shall not be extracted by others for any purpose whatsoever without The Company's written permission.

11. Assignment and Sub Consulting

Neither party shall assign, transfer, novate or in any other manner make over to any third party the benefit and/or burden of the Contract without the prior written consent of the other. In such circumstances, the party being requested to consent to assignment, transfer or novation of the Contract may elect to determine the Contract.

12. Communications

Any notices to be given under this Contract shall be valid only if given in writing and:

- delivered and receipted by hand delivery; or
- delivered via recorded post; or
- issued and receipt acknowledged via email;

to the address of the other party as stated in the 'Quotation' or covering letter to the 'Quotation'.

13. Concession and Waiver

Any concession or waiver allowed by either party to the other at any time does not prevent that party from subsequently exercising its full rights under these Terms and Conditions in other respects.

14. Contracts (Rights of Third Parties) Act 1999

- (a) Notwithstanding any other provision of these Terms and Conditions nothing in these Terms and Conditions confers or purports to confer any right to enforce any of the Terms and Conditions on or by any person who is not a party to the Contract.
- (b) The Client shall indemnify the Company against all liability (including the cost of defending unsuccessful actions by Third Parties) arising as a result of The Company undertaking testing work in strict accordance with the Client's instructions and which infringes or is alleged to infringe any rights of any third party not notified to The Company by the Client in advance of commencement of the Services.

15. Disputes and Differences

- (a) **Negotiation.** The parties shall attempt in good faith to settle any dispute by discussion and negotiation, or mediation if appropriate and acceptable to both parties.
- (b) **Adjudication.** Where the contract is a 'construction contract' within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy Economic Development and Construction Act 2009 Part 8) either party may refer a dispute arising under the contract to adjudication at any time in accordance with the Construction Industry Council Model Adjudication Procedure.
- (c) **Litigation.** All disputes arising under or in connection with the Contract, which cannot be resolved by negotiation, mediation or adjudication shall be referred to litigation in the English Courts.

16. Confidential.

- (a) SOCOTEC shall be responsible through legally enforceable commitments, for the management of all information obtained or created during the performance of its activities.
- (b) SOCOTEC shall inform the customer in advance, of the information it intends to place in the public domain.
- (c) All other information is considered proprietary information and shall be regarded as confidential.

17. Applicable Law

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (b) The Contract and these Terms and Conditions of Business shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.

End