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**TERMS AND CONDITIONS**

**PROVISION OF SERVICES  
(BUSINESS-TO-BUSINESS)**

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**BACKGROUND:**

- A. These Terms and Conditions are the terms and conditions which apply:
- a. to the provision to the Customer of any Services (as "Services" is defined in Clause 1 below) by the Company, namely Chamois Metrology Limited, a company registered in England under number 05296490 whose registered office is at Unit 8 The Centre, Holywell Business Park, Southam, Warwickshire, CV47 0FP ("the Company"); and
  - b. where the Customer acknowledges that it is not a "Consumer" as defined by the Consumer Rights Act 2015.
- B. These Terms and Conditions (including the Technical Terms, Conditions and Parameters) shall govern the Contract to the exclusion of any other terms and conditions which may have been put forward or referred to by You prior to the Contract being formed.

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business"</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>"Company/Us/We/Our"</b>	means Chamois Metrology Limited whose place of business and contact address is the same address as above and reference to the Company shall include reference to any and all of its staff including engineers and mechanics;
<b>"Customer/You/Your"</b>	means a customer of the Company who requires its Services who is not acting as a Consumer;
<b>"Force Majeure"</b>	means any cause that is beyond the reasonable control of the Party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the Party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; pandemic; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster;
<b>"Instrument"</b>	means Your instrument which may be any measuring device for any measurand or associated instrument;
<b>"Invoice"</b>	means a final invoice giving the Total Price of the Work;
<b>"Manufacturer"</b>	means the manufacturer of the Instrument;
<b>"Quotation"</b>	means the quotation sent to You in relation to the Services required by You;
<b>"Price"</b>	means the VAT exclusive fee payable for the Work including parts, labour, and any additional charges;
<b>"Services"</b>	means any type of calibration check, repair or maintenance of Instruments or training in relation to the use of any of them;
<b>"Technical Terms, Conditions and Parameters"</b>	means those terms and conditions set out in Schedule 1;
<b>"Total Price"</b>	means the Price plus any VAT chargeable on the Price in addition
<b>"Warranty Period"</b>	means the duration of the warranties provided by Us in accordance with Clause 9 of these Terms and Conditions; and
<b>"Work"</b>	means the particular Services that We agree to provide to You;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
- 1.2.6 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;
- 1.2.7 Words signifying the singular shall include the plural and vice versa; and.
- 1.2.8 References to any gender shall include the other gender.

## **2 Scope of the Work**

- 2.1 The exact scope of the work to be undertaken is that set out in the Quotation for the Price.
- 2.2 The specific technical terms and conditions which apply to the Contract between you and us are set out in Schedule 1. These specific parameters and terms are incorporated into these Terms and Conditions and the Contract between You and Us unless otherwise specified and agreed between Us writing.

## **3 Payment and Invoices**

- 3.1 If We require a deposit or similar prepayment, it will clearly be as stated in the Quotation;
- 3.2 From the point at which Work on an Instrument commences up until the point at which You have paid in full all sums due, We shall have a general lien on Your Instrument (namely a right to possession of property until payment is made for work done to that property) for all sums due;
- 3.3 Following Our completion of the Work, We shall issue an invoice to You;
- 3.4 The invoice will provide a summary of the Work done including the Total Price payable for it with any VAT element(s) shown separately;
- 3.5 All sums due will be payable within 30 days of the date of the relevant invoice or as otherwise agreed in writing between Us;
- 3.6 In addition to Our rights under sub-Clause 3.2, We shall have the right to sell the Instrument at Your expense if any sum due remains unpaid following Our written notice to You of seven days. That notice period will begin no earlier than 60 days after the date of the relevant invoice;
- 3.7 From the due date of payment until We take the action set out in sub-Clause 3.6, any outstanding sum will incur interest on a daily basis at 8% until You make payment in full.

## **4 Insurance Claims and Accident Damage**

- 4.1 If the Work to be carried out on an Instrument is the subject of an insurance claim, You (or the policyholder if not the same person or entity) must sign any documents required by the insurer to be signed to authorise payment to Us for the Work;
- 4.2 We shall not be responsible for any delay in completing the Work and/or returning the Instrument to You where that delay arises out of any actions of the insurer including, but not limited to, the withholding of payment.

## **5 The Work**

- 5.1 We shall use reasonable endeavours to ensure that all parts required for the completion of the Work will be in stock to enable Us to carry out the Work when it is booked to be carried out but We will tell You if, due to non-availability of parts or a delay in their delivery, We are unable to commence the Work on the date We have arranged with You and to complete it.
- 5.2 We shall agree with You before We begin the Work on all parts that We are going to use (except for those additional parts referred to in sub-Clause 5.3);
- 5.3 If We find during the course of the Work that We need to use additional parts and / or labour, We will only order additional parts or carry out additional Work if You first explicitly consent. For that purpose We will tell You immediately and give You an estimate for both the cost to You of additional parts and labour and also an estimate of the amount of additional time We need to carry out the additional Work;
- 5.4 We shall use reasonable endeavours to ensure that We take good care of Your Instruments.

## **6 Instrument Warranties**

- 6.1 If an Instrument is covered by a Manufacturer's warranty at the time the Work is carried out, We shall carry out all of the Work in a way that adheres to the terms of those warranties and the Manufacturer's specifications and documentation, using original or Manufacturer-authorized parts;
- 6.2 If Our compliance with sub-Clause 6.1 causes Us additional cost, We will tell You of alternatives and will explain to You in full the consequences of those alternatives (including, but not limited to, the voiding of the Manufacturer's warranties). The decision as to whether or not We will follow any such alternative shall be Your decision alone;
- 6.3 Before We begin any of the Work covered by a Manufacturer's or a third party organisation's warranty We shall obtain its consent to Us carrying out that Work;
- 6.4 We shall not be responsible or liable for any failure to comply with any warranties where You have not told Us of those warranties.

## **7 Sub-Contracting**

You agree that We may sub-contract any of Our obligations under these Terms and Conditions provided that we notify you and any

sub-contractor We use is reasonably skilled in the relevant practices and provided that We do not pass on to You any additional charges without Your prior consent.

## **8 Insurance, Damage and Liability**

- 8.1 We shall at all times have in place suitable and valid insurance, including public liability insurance;
- 8.2 We shall not be liable to You for any loss or damage You suffer due to Your failure to follow Our or the Manufacturer's instructions;
- 8.3 We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from Force Majeure;
- 8.4 shall not be liable in contract or tort (including negligence) by reason of any breach by Us of any term of these Terms and Conditions or other express term of Our contract with You, or breach by Us of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
  - 8.4.1 loss of use of an Instrument
  - 8.4.2 interruption to business;
  - 8.4.3 loss of income, revenue, business,
  - 8.4.4 loss of business opportunity;
  - 8.4.5 loss of profit or contracts;
  - 8.4.6 loss of anticipated savings; or
  - 8.4.7 any indirect, special or consequential loss, damage, costs, expenses or other claims;arising from any act or omission by Us or any of Our agents or employees or sub-contractors or any other person or entity in connection with the performance of Our obligations arising under these Terms and Conditions and Our contract with You.
- 8.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 8.6 Without prejudice to the exclusion of liability set out in Clause 8.4 above, you agree and confirm that there will be a limit on our liability in respect of loss or damage to any Instrument or goods belonging to you during transit to or from our premises for which We are providing or those of any sub-contractor for the purpose of supplying our services to you. The limit of our liabilities, howsoever any loss or damage is caused, will be the lower of the replacement value of the Instrument or goods in question or [a fair value at the time]. For the avoidance of doubt any subjective or sentimental value attached to the Instrument or goods will not be taken into account in assessing the replacement value.

## **9 Warranty and Guarantee**

- 9.1 For service repairs We warrant the Work from the date of invoice for a Warranty Period of three months;
- 9.2 Unless We explicitly tell you otherwise when We invoice You, We shall warrant all parts that We use from the date of invoice for a Warranty Period of three months. The warranties on certain parts may vary due to their original Manufacturers' warranty conditions, and in that case We will tell You in Our invoice or another document Our different Warranty Period for those parts;
- 9.3 If any Work done and / or parts used fails during the Warranty Period, We shall carry out the necessary repairs and replacements at no additional cost to You although You agree that all transit carriage charges for the return of the relevant instruments and goods for inspection by Us in the case of a claim from warranty work will be met entirely by You;
- 9.4 Any warranty that We give You applies to Your Instrument. If You sell or otherwise transfers ownership of Your Instrument to another person, they will be entitled to the benefit of the warranty for the rest of the Warranty Period;
- 9.5 We provide Services to You for Business use/purposes, and not for any Consumer use/purposes;
- 9.6 We will be entitled to void any warranty that We give You if the Instrument is used for anything other than normal purposes (unless We explicitly tell you otherwise).

## **10 Cancellation**

- 10.1 If under sub-Clause 10.2 You cancel any Work booked, and You have paid Us any deposit or prepayment under sub-Clause 3.1, We shall return it to You less any amount You owe to Us under any part(s) of this Clause 10, but You will still be liable to pay Us the remainder of the amount You owe Us;
- 10.2 If, on or after You have brought Your Instrument to Our premises for the Work to be carried out, You cancel the Work but We have by that time begun the Work, You must pay Us for all labour and for all parts We have used and, if We so decide, for all parts We have ordered but not yet used if in Our reasonable judgement We are unlikely to use or sell those ordered parts within three months. We shall invoice You for that labour and those parts. We will charge You for that labour at the same hourly rate as We used to calculate the Price. Clause 3 shall apply to the payment of any such invoice;
- 10.3 The parts We have ordered but not used by the time You cancel will remain Our property. We may use or dispose of them as We see fit without accounting to You for their cost where We have charged You for them under sub-Clause 10.2;
- 10.4 Once You have paid Us all that You owe Us, You shall collect (or arrange for the collection of) Your Instrument within 30 days of completion of the relevant work. We will not release Your Instrument until You have paid in full all sums that You owe Us, unless You have credit account arrangements with Us.

## **11 Data Protection**

- 11.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulations ("GDPR") and Your rights under the GDPR.
- 11.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

## **12 Changes to Terms and Conditions**

We reserve the right to change from time to time these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **13 Complaints**

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Work or Our Services or any other complaint about the Company or any of Our staff, You are invited to contact Us.

## **14 No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **15 Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## **16 Third Party Rights**

16.1 No part of the contract between You and Us is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.

16.2 Subject to this Clause 16, the contract between You and Us shall continue and be binding on the transferee, successors and assigns of either Party as required.

## **17 Entire Agreement**

17.1 The documents comprising the contract between You and Us contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

17.2 Each Party acknowledges that, in entering into the contract, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **18 Law and Jurisdiction**

18.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and

18.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**SCHEDULE 1**

**TECHNICAL TERMS, CONDITIONS & PARAMETERS**

<b>Aborted calibrations</b>	All equipment submitted for calibration should be in good working order. For aborted calibrations due to faulty equipment or inadequate performance, then Chamois Metrology shall charge fifty percent of the calibration fee. In such cases a technical report may be issued as appropriate. A limited range calibration certificate can be issued at the customer's request. In such cases the full calibration fee will apply.
<b>Access (on-site only)</b>	If required, access to the calibration site should be afforded to UKAS officers for audit purposes.
<b>Environment (on-site only)</b>	<ol style="list-style-type: none"> <li>The equipment shall be out of direct sunlight and with no significant draughts.</li> <li>The work area shall be reasonably free from industrial grime.</li> <li>Excessive local heat or magnetic sources are to be avoided.</li> <li>A minimum bench space of 0.5m, at approximately the same height and adjacent to the unit under test, shall be provided. The work bench must be capable of withstanding an additional load of between 40kg and 140kg.</li> <li>A 240v, 50Hz mains supply should be available.</li> <li>A clean dry and suitably regulated gas supply (for pneumatic calibrations).</li> </ol> <p>Where the calibration procedure is gravity dependent then the customer shall provide a value for local gravity and shall assume responsibility for its accuracy. Failure to meet any of the environmental specifications need not necessarily preclude on-site calibrations, please consult with the Technical Manager of the laboratory in case of difficulties</p>
<b>Calibration Points &amp; Adjustment</b>	Standard calibration points apply unless specified otherwise by the customer or service agreement. (All measurements within current schedule of accreditation, available @ <a href="http://www.ukas.com">www.ukas.com</a> , lab 0822 or on request). If facilities exist instruments will be adjusted if they fall outside specification.
<b>General; Digital Pressure Indicators, Pressure Controllers &amp; Pressure Sensors</b>	0, 10, 20, 40, 60, 80, 100% FS, rising and falling, adjusted where necessary. Where negative ranges are applicable the calibration points will be bi-directional at approximately the same %FS points that fall within the negative range. Approximate negative points; Ranges 1.5 bar and below, 6 points, 0.2, 0.4, 0.6, 0.8, 0.95 bar or equivalent Ranges above 1.5 and below 6 bar, 3 points, 0.2, 0.5, 0.95 bar or equivalent Ranges 6 bar to 10 bar, 2 points, 0.4 and 0.95 bar or equivalent Ranges above 10 bar to 20 bar, 1 point, 0.95 bar or equivalent For absolute pressure ranges 1.4 bar.A and above the lowest measurement will be 0.035 bar.A unless otherwise specified. For absolute pressure ranges below 1.4 bar.A the lowest measurement is subject to customer agreement and may incur additional cost. <b>Druck DPI 605 / 145;</b> -1 to 20 bar auto ranging; Pressure points -0.9, -0.5, -0.2, 0.3, 0.6, 0.9, 1.2, 1.5, 4, 8, 12, 16, 20 bar
<b>Precision Transfer Standards</b>	5, 10, 20, 40, 60, 80 & 100% FS, rising and falling, adjustment where necessary.
<b>Barometers</b>	800 (or lower limit), 900, 950, 1000, 1050, 1100 (or higher limit) mbar.A rising and falling, adjusted where necessary.
<b>Pressure Units / Scales</b>	For multi units/scaling devices, calibrations will be performed on one scale only where the scaling factors are digital. Unless otherwise specified the scale used will be that in which the unit is configured upon receipt. Where units \ scaling are analogue full-scale checks will be performed on other scales.
<b>Additional Calibration Points</b>	For digital pressure indicators additional points are charged at £10 for both rising and falling
<b>Pressure Gauges / Chart Recorders</b>	Calibrated at cardinal points starting from 10% with approximately 5 points rising and falling. Adjustments will only be made for offsets. No adjustment provision is made for linearity, span or hysteresis.
<b>Differential Pressure Transmitters</b>	No adjustment necessary; 1 x static pressure run 'as found', 1 x footprint run 'as found' If adjustment required. 1 x static pressure run 'as found', 3 x static pressure run 'after adjustment', 3 x footprint 'after adjustment' Test points to be 25, 50, 75 and 100% FS rising and falling with an overpressure of 10% unless otherwise specified.
<b>Deadweight Testers</b>	From 5% to 10% start, loading principal masses individually with incremental masses grouped at FS. Number of points generally not to exceed 10. Principal masses maybe loaded in groups if there are a large quantity of them.
<b>Pressure equivalent</b>	Effective area determined from start at 5% to 10% FS to full scale with minimum of 5 points. All mass values to be determined. Note: Start pressures on deadweight testers vary from instrument to instrument. Generally, it is possible to start at 10% for hydraulic instruments and 5% for pneumatic instruments. Special calibration points maybe determined at lower pressures on request.
<b>Mass &amp; Effective Area</b>	