



SHEFFIELD ANALYTICAL SERVICES
a division of the Sheffield Assay Office

TERMS & CONDITIONS

1. The Services and applicable Conditions

- 1.1 These conditions apply in respect of all articles and samples (and where appropriate the materials from which the sample is taken) (any such article, sample or material hereafter may be referred to as an “**article**”) received by or on behalf of Sheffield Analytical Services a division of the Assay Office (the “**Assay Office**”) 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 Assay Office 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 Assay Office shall have no effect.
- 1.3 Where the Assay Office agrees to undertake the carriage of all or any of the Consignor’s articles to and/or from the Assay Office’s premises then the terms and conditions applicable to those carriage services are set out in the Assay Office’s “Conditions Relating to Carriage Services” which can be found on the Assay Office’s website (www.assayoffice.co.uk) and are available in hard copy on request from the Assay Office (the “**Carriage Services Conditions**”) and the Consignor agrees to be bound by the Carriage Services Conditions.
- 1.4 Except for any liability arising under the Carriage Services Conditions (if applicable), the Assay Office shall in no circumstances be under any liability to the Consignor in respect of any loss of or damage to the article while the article is in the course of carriage to or from the Assay Office’s premises unless such loss or damage is shown to have been directly caused by theft or other dishonesty on the part of the employees (but not independent contractors) of the Assay Office.

2. Cancellation

- 2.1 The Assay Office reserves the right at its discretion to decline to accept any article or sample submitted by the Consignor for Certification or Analytical Services.
- 2.2 No order for Certification or the Analytical Services submitted by the Consignor which has been accepted by the Assay Office may be cancelled by the Consignor except with the agreement

in writing of the Assay Office and on terms that the Consignor shall indemnify the Assay Office in full against all loss (including loss of profit) and costs (including the costs of administration and labour).

3. Charges

The Assay Office shall provide the Consignor with a price list for the charges for the Analytical Services from time to time. When the Consignor requests the Analytical Services the charges for those services will be as set out in the most recently provided price list. The Assay Office is entitled to update the price list from time to time in its absolute discretion.

4. Terms of Payment

- 4.1 All charges 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 Assay Office 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 Assay Office for the Consignor. Unless the Assay Office opts to use its electronic invoicing system under clause 4.6, the Report will be accompanied by a statement of fees due to the Assay Office which must be settled within 28 days of the issue of the statement. Notwithstanding the foregoing, the Assay Office reserves the right to require payment for all or any of the services to be rendered under these conditions in advance of those services being rendered to the Consignor.
- 4.2 Credit facilities granted to a Consignor may be withdrawn at the Assay Office's absolute discretion at any time and the balance outstanding shall become due immediately on demand. If payment is made by corporate credit card the Assay Office reserves the right to apply an additional charge to cover its costs of accepting the payment (and the Assay Office will tell the Consignor the amount of such charge before making it).
- 4.3 Failure on the part of the Consignor to settle charges due pursuant to these conditions shall entitle the Assay Office to cancel or suspend further work for the Consignor without prejudice to any other right the Assay Office may have until payment or satisfactory security for payment has been provided. The Assay Office shall be entitled to charge interest (both before and after judgment) on any amount unpaid at the rate of 4% above the base rate of the Barclays Bank Plc from time to time until payment is made in full. When payment is not made by the due date, the Consignor shall indemnify the Assay Office for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.
- 4.4 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Consignor.
- 4.5 The Assay Office shall have a lien for all outstanding fees on the property of the Consignor in its possession.
- 4.6 The Assay Office may choose to operate an electronic invoicing system. When this is the case, all invoices, credit notes and statements will be sent to the Consignor electronically and all invoices and statements sent in this way must be settled within 28 days of the issue of the statement. If the Consignor requires paper invoices or credit notes (or cannot provide the Assay Office with an email address) the Assay Office reserves the right to make charges for the provision of such paper invoices or credit notes.

- 4.7 The payment terms and charges paid to the Assay Office are confidential, and the Consignor shall take all reasonable steps to ensure that such terms remain confidential. The Consignor may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Assay Office, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

5. Registration and Request Forms

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

6. Analytical Services

- 6.1 Subject to acceptance, the Assay Office will carry out the Certification and/or the Analytical Services requested by the Consignor in the Request Form.
- 6.2 If anything is entered in the Request Form which is not acceptable to the Assay Office, the Assay Office will notify the Consignor. Subject thereto, the Assay Office 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 Assay Office 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 Assay Office will apply any registered or unregistered certification trademark which it is able or authorised to apply to any article if requested in the Request Form and if the article complies with the requisite standards. The Assay Office 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 Assay Office 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 Assay Office or the Complainant (but at the sole cost of the Consignor) 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 Assay Office 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 Assay Office shall incur no liability in respect of any loss or damage caused by the Assay Office 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 Assay Office 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 Assay Office or its employees (but not contractors) while acting in the course of their employment with the Assay Office 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 Assay Office 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 Assay Office will endeavour to maintain a rapid service for the Certification and/or the Analytical Services. However, any performance dates specified by the Assay Office are approximate only and unless otherwise expressly stated time is not of the essence.
- 9.2 The Assay Office 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 Assay Office'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 Assay Office'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 Assay Office 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 Assay Office 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 Assay Office its employees and contractors. 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 and in the case when the carrier is the Assay Office then any such claim must be made in accordance with the Carriage Services Conditions.

12. Indemnity

- 12.1 Save where the Consignor does not make or hold himself out as making his contract with the Assay Office in the course of a business (as defined by the Unfair Contract Terms Act 1977) the Consignor shall indemnify the Assay Office against all and any liability cost or expense in excess of the liability of the Assay Office to the Consignor hereunder which shall or may be incurred by the Assay Office by reason of any claim action or legal proceedings brought against the Assay Office 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 Assay Office 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 Assay Office for Certification and/or Analytical Services. Accordingly, without prejudice to clause 12.1 the Consignor shall indemnify the Assay Office against any liability incurred by the Assay Office 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 Assay Office 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 Assay Office 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 Assay Office 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 Assay Office 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 Assay Office relates only to that particular sample and the Assay Office cannot be taken to have made any representation in relation to the material from which such sample is taken.

14. Employees and Agents

- 14.1 Every right exemption defence and immunity of whatsoever nature applicable to the Assay Office or to which the Assay Office is entitled hereunder shall also be available to and shall extend to protect every employee of the Assay Office in the course of or in connection with his employment and any person undertaking work for the Assay Office and for the purposes hereof the Assay Office 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.
- 14.2 The employees or agents of the Assay Office 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 Assay Office 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.

15. General

- 15.1 No variation of these conditions shall be binding unless expressly agreed by the Assay Office in writing. The signing by the Assay Office of any documentation of the Consignor shall not constitute a modification of these terms.
- 15.2 Any typographical clerical or other error or omission in any price list invoice or other document or information issued by the Assay Office shall be subject to correction without any liability on the part of the Assay Office.
- 15.3 If any provision of these conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these conditions and of such provision shall continue in full force and effect.
- 15.4 A person who is not a party contracted with the Assay Office under these conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions. This clause does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 15.5 The waiver by either party of any breach of these conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

- 15.6 These conditions and the documents referred to in them constitute the entire agreement between the Assay Office and Consignor and supersede all prior agreements, representations and understandings relating to the subject matter of the conditions.
- 15.7 These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.