

Tracerco Analytical Services - UK

Request for Analysis Form

Please send a signed copy of this form along with samples to: Tracerco Analytical Services, Tracer Technology Centre, Pavilion 10, Belasis Hall Technology Park, Billingham, TS23 4ED

Company Information			
Company Name / Platform			
Contact Name / Email Address			
Purchase Order Number			
Signature / Date			
Analysis Requirements	Turnaround		
	10 Days	2 Days*	1 Day*
Gamma Spectrometry (NORM)			
Polonium-210 by Alpha Spectrometry			
Low Level Water (NORM)			N/A
Heavy Metals ⁺			
Tri-band TPH			
Flash Point ⁺			
VOC - Volatile Organic Compounds			
PAH - Polycyclic Aromatic Hydrocarbons			
TPH - Total Petroleum Hydrocarbons			
Oil on Sand			
BTEX			
Suspended Solids			
Loss on Ignition			
TOC - Total Organic Carbon ^[§]			
COD - Chemical Oxygen Demand			
Particle Size			
pH			
Density			
Anions			
Water Content / Dry Matter ⁺			
Acid Insolubles			
WAC for Hazardous Waste		N/A	N/A
Other (specify test and turnaround)			

*Turnaround is quoted as working days, not including Saturdays, Sundays or public holidays. 1- & 2-day turnaround cannot be guaranteed without prior approval from the Laboratory Manager. These turnarounds incur a 100% and 50% uplift in costs respectively.

^[§] Analysis provided by an approved third-party laboratory (TOC – solids only, aqueous liquids analysed in-house)

⁺ Accredited to ISO17025 standard for certain matrices. Further info and method performance data available upon request.

Tracer Technology Centre, Pavilion 10, Belasis Hall Technology Park, Billingham, UK, TS23 4ED
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Tracerco Limited is a subsidiary of Johnson Matthey Public Limited Company, 5th Floor, 25 Farringdon Street, London, EC4A 4AB. Registered in England No. 4496566. Tracerco is a trading name of Tracerco Limited. TRACERCO is a trademark of the Johnson Matthey Group of companies.

Terms & Conditions

The work described in the Request for Analysis Form shall be provided to Clients by Tracerco Limited ("Tracerco") under the Service Agreement ("Agreement") on the following Terms and Conditions:

1. **APPLICATION OF CONDITIONS** - Tracerco will perform the services described in the Agreement ("Services"). Tracerco's performance of the Services will constitute Client's affirmation that these Terms and Conditions govern the Services. Any prior or contemporaneous understandings, agreements, and representations, oral or written, are superseded by these Terms and Conditions. No modification to these Terms and Conditions will be valid unless in writing and signed by an authorized representative of Tracerco and Client. Client's standard terms and conditions (if any), attached to, enclosed with or referred to in any purchase order or document will not govern the Agreement.

2. **PRICE** - In consideration of the Services carried out by Tracerco, Client will pay to Tracerco the fee stated in the Agreement. The fee will be paid within 30 days after Client receiving an invoice from Tracerco. The fee will be exclusive of value added taxes or other applicable taxes, or duties of any kind, which (if applicable) will be added to the fee and paid by Client at the same time as the fee is paid. No payments made under or in connection with the terms of the Agreement may be made from any bank listed on the US Department of Treasury's Office of Foreign Assets Control's list of specially designated nationals. Breach of this clause shall be considered a material breach of the Agreement, and in such circumstances Tracerco may terminate this agreement upon immediate notice to the Client.

3. **TIME FOR PAYMENT** - If the Client fails to make any payment due to Tracerco under this Agreement by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 2% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

4. TRACERCO'S OBLIGATIONS -

4.1 In performing the Services, Tracerco will exercise reasonable diligence and care in obtaining and reporting data and in carrying out such observations as Tracerco considers necessary to provide the data, results and any written report required in the Agreement. Tracerco warrants that the Services will be performed in a good and workmanlike manner, in accordance with the Tracerco's proposal (if any), within the generally accepted limitations of the specified technology, and with the requisite degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of operation and undertaking in the same locality and under the same or similar circumstances and conditions.

4.2 Where the Services are a non-destructive and minimally invasive examination of systems, Tracerco does not guarantee that all defects in the systems will be identified nor guarantee that its recommendations, including but not limited to recommendations on the repair or replacement of components, will prevent all future problems with the systems.

4.3 Any claim by Client for breach of this warranty must be made in writing within one (1) year from the date the Services are completed.

4.4 In the event of any nonconformity or deficiency in the performance of the Services ("nonconformity or deficiency") which is a breach of Tracerco's warranty, Tracerco will re-perform the Services at Tracerco's expense. Such re-performance will constitute the sole and exclusive remedy of Client and liability of Tracerco for any nonconformity or deficiency and/or breach of this warranty. Should re-performance fail to fulfil its essential purpose, Tracerco will refund the fees paid for the Services as the sole and exclusive alternate remedy and liability for any nonconformity or deficiency and/or breach of warranty. In no event will Tracerco's liability in connection with this warranty exceed the total fees payable for the Services performed under the Agreement.

4.5 TRACERCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

4.6 Tracerco will use reasonable endeavours to meet any performance dates specified in the Agreement, but these will be estimates and time will not be of the essence.

5. CLIENT'S OBLIGATIONS -

5.1 Collection of samples - Where the Services include sample analysis, Client shall, at its own expense, collect the sample(s) within 10 days from the date of receipt of a written notice from Tracerco. If the Client fails to collect the sample(s) within this time period, Client shall be charged the storage fee stated in the proposal on a daily basis until the samples have been collected.

5.2 All samples must be delivered to the delivery point specified in the proposal. Weight of each sample must not exceed 50g unless otherwise agreed between the Parties in writing. Client shall be responsible for any additional expense incurred due to delivering samples of excessive weight and/or to an incorrect delivery point.

5.3 Client agrees to comply with all legal and regulatory requirements with regards to the delivery and collection of samples.

6. INDEMNITIES -

6.1 Tracerco will indemnify and hold harmless Client from and against any and all liabilities, losses, claims, demands, proceedings, actions, payments and judgments (including reasonable legal fees) arising from:

(a) personal injury or death of any employees, servants or agents of Tracerco and/or its subcontractors and/o, and/or
(b) loss, damage or destruction of equipment or property owned or hired by Tracerco and/or its subcontractors and/or any of their respective employees, servants or agents where occasioned by, incident to, arising out of or in connection with this Agreement, howsoever caused.

6.2 Client will indemnify and hold harmless Tracerco from and against any and all liabilities, losses, claims, demands, proceedings, actions, payments and judgments (including reasonable legal fees) arising from:

(a) personal injury or death of any employees, servants or agents of Client and/or its contractors, and/or
(b) loss, damage or destruction of equipment or property owned or hired by Client and/or its contractors and/or any of their respective employees, servants or agents where occasioned by, incident to, arising out of or in connection with this Agreement, howsoever caused.

6.3 The parties intend the above indemnities to apply to all such claims or losses described above based on any theory of liability, including but not limited to negligence, statutory liability or liability under local laws, and irrespective of whether such claims or losses are caused by the negligence or breach of contract of the other party.

7. EXCLUSIONS -

7.1 Except as provided in Clause 6.1, Tracerco's maximum aggregate liability for any claim or series of related claims howsoever arising, whether in contract (including warranties and/or indemnities), tort (including negligence), breach of statutory duty, misrepresentation, strict liability, local laws or otherwise will be limited to the fees payable by Client for the Services under the Agreement.

7.2 Notwithstanding anything else in these Terms and Conditions, in no event will Tracerco be liable whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise for any loss of profit or plant down-time, loss of use, loss of business, loss of margin, loss of contract, loss of goods, loss of goodwill, loss of anticipated savings, (in each case whether direct or indirect) or any form of special, indirect or consequential losses arising out of or in connection with the Services or this Agreement.

- 7.3 Subject to Clause 5.1, nothing in this Agreement will exclude or limit Tracerco's liability for (i) fraud or fraudulent misrepresentation or (ii) death or personal injury relating to the provision of the Services and arising from Tracerco's negligence.
8. **INSURANCE** - Tracerco will, if requested by Client, provide Client with evidence of its Employers Liability Insurance with a minimum liability as required by applicable law. Tracerco shall maintain Public Liability Insurance of not less than £2,000,000 per any one occurrence and Products Liability Insurance of not less than £2,000,000 in the aggregate.
9. **SITE RULES** - Subject to Client providing Tracerco with applicable Client site rules and regulations in writing in reasonable time ("Site Rules") and in any event prior to the commencement of the Services, without prejudice to Clause 5.2, Tracerco will comply with such Site Rules, to the extent it is legally permissible to do so. Client will be responsible for supplying Tracerco with all reliable and accurate information ("Client Information") to enable Tracerco to provide the Services. Tracerco will not be responsible for any loss, liability, claim, proceedings or delays caused by any inadequacies or omissions in Client Information.
10. **APPLICABLE LAWS** - All Services will be performed (by Tracerco and by Client) in compliance with applicable statutory rules and regulations concerning radioactive materials. If any licenses, permits or other authorizations necessary to carry out the Services cannot be obtained, Client will reimburse Tracerco for all expenses and costs incurred up to the date of refusal by the relevant authorities.
11. **DEFAULT** - If Client fails to pay Tracerco the fee under Clause 2, within the time specified in the Agreement, or if the performance of the Agreement or any part of it by Tracerco would cause Tracerco or its Affiliates to breach any term, warranty, condition or other provision of any contract or undertaking to which Tracerco and/or any of its Affiliates is a party which exists at the date of the Agreement or which JM and/or its Affiliates enters into after the date of the Agreement, or if a government licence is required in order to complete performance of the Agreement and such licence cannot be obtained, or if a government licence in connection with the performance of the Agreement is revoked, Tracerco may terminate the Agreement on written notice to Client or require payment in advance for any further services. Without prejudice to the immediately preceding sentence, either party shall be entitled to terminate the Agreement forthwith in writing if: (a) the other commits a material breach of the Agreement which is not remedied within 30 days of notification of such breach; or (b) the other shall have a receiver, administrator, administrative receiver or similar officer appointed, or shall pass a resolution for winding-up (other than a winding-up for the purpose of or in connection with any solvent amalgamation or reconstruction) or a court shall make an order to that effect, or if a party shall enter into any composition or arrangement with its creditors (other than relating to a solvent restructuring) or shall cease to carry on business. Termination of the Agreement under this Clause will not affect either party's rights accruing before the date of termination. "Affiliates" means, in respect of any company, any subsidiary or holding company of such company or any subsidiary of such holding company (subsidiary and holding company being as defined in section 1159 of the UK Companies Act 2006)
12. **FORCE MAJEURE** - Neither Tracerco nor Client will be considered in default in the performance of its obligations or be subject to any liability if such performance is prevented or delayed on account of causes beyond the reasonable control of the party affected, including without limitation, war, hostilities, revolution, civil commotion, act of terrorism, strike, lockouts or other industrial disputes, lack of or failure of utility services or transportation facilities or materials, epidemic, rain, fire, wind, earthquake, flood or because of any law, order, proclamation, regulation, sanction, embargo, or ordinance of any government, or of any subdivision thereof, or because of Acts of God, including where any such events affect Tracerco's subcontractors (if applicable).
13. **ASSIGNMENT** - This Agreement will not be assignable by Tracerco or Client without the prior written consent of the other, which will not be unreasonably withheld or delayed.
14. **CONFIDENTIALITY** - Tracerco will use all reasonable endeavours to maintain as confidential any information which Client designates to Tracerco in writing as confidential, except that information which is or will have become available to the public, is or will have been known to Tracerco or was or will have been received by Tracerco from a third party
15. **SEVERANCE** - If any provision (or part) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any such provision would be valid, enforceable or legal if some part of it was deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
16. **GOVERNING LAW** - The Agreement, including these Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by and construed in accordance with the laws of England and Wales and the parties agree to the non-exclusive jurisdiction of the courts of England.
17. **NOTICES** - Any notice given under the Agreement must be in writing by registered mail to the address in the Agreement.
18. **PROPRIETARY RIGHTS** - Tracerco shall retain all right and title to all inventions, developments, data, results, reports and all other information prepared, created or developed by Tracerco in the performance of Services, including confidential know-how. Client may use any data, work results or other written reports prepared or provided by Tracerco under this Agreement in connection with the Services ("Reports"), and Tracerco hereby grants to Client a royalty free non-terminable license to copy and use such Reports, without the right to modify, for internal business purposes only.
19. **ANTI-BRIBERY** - The Buyer will not in connection with the Contract or the Equipment, offer, promise or give, request, agree to receive or accept, any financial or other benefit to or from any person, directly or indirectly, for the purpose obtaining an improper advantage, or otherwise conduct itself in a manner contrary to the UK Bribery Act, US Foreign Corrupt Practices Act or other applicable anti-bribery laws. Tracerco may, in addition to the other remedies that may be available to it, terminate this Contract immediately on written notice, where we reasonably believe that you have breached this clause and the Buyer shall indemnify Tracerco from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any such breach.
20. **SANCTIONS** - Tracerco shall not be liable for not complying with any of its obligations hereunder where so complying would involve dealing or transacting with any entity, person or bank designated under EU, US or UK sanctions or blocked persons lists or with any entity, person or bank 50% or more owned or otherwise controlled by one or more such parties. Buyer warrants that as at the date of this Contract it is not directly or indirectly owned and/or controlled by any such person.



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