

Services) for the agreed consideration.

- (b) The Supplier undertakes to use reasonable care and skill to carry out its obligations under this Agreement, but does not warrant or guarantee that due performance of all its obligations herein will result in or achieve any or all the objectives set out in the Services. The Purchaser shall not rely on any representation or statement made by the Supplier in relation to the Services and warrants that it has made its own inquiry, testing and investigation into and has formed an independent judgment concerning the Services and will not assert any claim against or hold the Supplier liable for any information furnished (or failed to be furnished) by the Supplier.
- (c) If there are any documents or information from the

- (iv) if the delay in performance stipulated in Clause 8(a) below persists for more than one (1) month.
- (c) In the case of termination for any reason by any Party, the Supplier shall be entitled to be paid for all Services carried out as of (and including) the date of termination and all works-in-progress and non-cancellable costs, including sub-prejudice to its other rights.

8. Miscellaneous

- (a) Force Majeure. If the performance by either Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances

Schedule 1

Purchaser

Name: Refer to the attached Sales Order
Address:
Company Registration No.:
Addressee for communications:
Email:

Services

[Refer to the attached sales order]

Term

Not Applicable

Price

[Refer to the attached sales order]

Deliverables

Written report to be sent by email from Supplier to Purchaser at its email address stated above, unless otherwise indicated in the sales order.

Payment Schedule

[Refer to the attached sales order]

Additional Terms and Conditions

1. The Purchaser shall, as and when requested by Supplier, provide all necessary instructions, information, specification, equipment, accessories and access to personnel and facilities which may from time to time be required to enable Supplier to meet its obligations under this Agreement. The Purchaser shall send company test reports, product specifications, catalogues, instruction manuals and any other information relating to the equipment to Supplier for the Services. If the Purchaser fails to supply the necessary accessories, information and data, a storage fee as listed in the published price list then prevailing, shall apply for the storage of the equipment. If the Purchaser fails to provide the information and accessories within one (1) month Supplier may dispose of the equipment at its discretion.
2. The Purchaser shall provide the instrument or equipment properly packaged and in good order, mark the instrument in permanent ink with a number or other distinguishing mark and provide the name, address and telephone number of the Purchaser including a technical contact person.
3. Upon receipt of the equipment, the equipment will be inspected physically and if found below certain standards or faulty, the Purchaser will be informed, and Supplier may thereupon refuse to accept the job. The Purchaser or his representative may be present at the time of inspection, failing which, Supplier out until the defects are rectified by the Purchaser.
4. Any reports provided shall contain only technical results. They are not and shall not be used by the Purchaser as a certificate of quality or an endorsement of any kind. Analysis and interpretation of results and professional opinions, and recommendations shall only be provided on express request by the Purchaser and payment of an additional fee.
5. No reference shall be made by Purchaser to Supplier or to the report or results furnished by Supplier in any document, advertisement or sales promotion.
6. Any equipment submitted by the Purchaser shall be calibrated according to published standards or any other approved standards as discussed and agreed specifically in writing between the Purchaser and Supplier. In the absence of any written instructions to the contrary, the Purchaser is deemed to have agreed and accepted the standard used by Supplier in the calibration of any equipment tested. Supplier shall state in the report the calibration method adopted for the equipment tested.
7. Purchaser is solely responsible for ensuring that the email address it provides is current and accurate. Supplier does not accept responsibility for any emails not received by Purchaser, or for any delay in the receipt or delivery of any emails from Purchaser.
8. In providing the calibration report, Supplier does not in any way imply the suitability of any equipment for its intended use. Purchaser shall be solely responsible in determining the suitability of any equipment, test or specimens for their intended use.
9. The results of calibration performed by Supplier apply to the specific equipment at the time of testing during the performance of the Services. There is no indication or implication that these results are applicable to other similar items.
10. Any calibration report provided by Supplier does not indicate or imply that Supplier approves, recommends or endorses the manufacturers, the suppliers, or the users of the equipment or specimens referred to therein, or that Supplier, in any way, warrants the such e

11. In addition to any right of lien to which Supplier may be entitled by law, Supplier shall be entitled to a general lien on all equipment of the Purchaser in Supplier the Purchaser or any other moneys owing by the Purchaser to Supplier upon this or any other