

CALIBRATION SERVICE TERMS & CONDITIONS

1. **Contract Terms**
 - 1.1 No contract for the sale of goods or service by Acoustics Noise and Vibration Limited (the Company) shall be formed until the Order Acknowledgement is provided to the Customer by the Company.
 - 1.2 The Company is willing to provide goods and services only subject to the terms and conditions set out below, which shall override any other contractual terms expressed or implied. These terms and conditions shall be varied only by a document referring to these conditions and expressly varying them signed by a duly authorised representative of the Company.
2. **Services to be Provided**

The services to be provided are set out in the Order Acknowledgement which may refer wholly or in part to an Acoustics & Vibration Calibration Services document with a unique reference number. The services will be charged to the customer at the prices set out in the Order Acknowledgement and, unless otherwise stated, the cost of package and delivery will be added to the price of the goods.
3. **Payment**

The Payment Schedule shall be set out in the Order Acknowledgement. No discount will be allowed for early settlement. The Company reserves the right to charge interest at a rate of 8% above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any sums remaining outstanding after the period(s) set out in the Payment Schedule.
5. **Assignment**

This contract can not be reassigned without the written agreement signed by duly authorised representatives of both parties.
6. **Delivery**

The Company will use its best endeavours to comply with any delivery date or time given, but time shall not be of the essence of the contract and the Company shall not be liable for any damage or loss of whatever nature suffered by the customer by reason of delay in, or failure of, delivery of the goods or services.
7. **Defects and Shortages**

The Customer shall be responsible for examining and testing the goods forthwith upon delivery. ANV Measurement Systems shall not be liable for any patent damage or defect to the goods or any short supply unless the same is notified to ANV Measurement Systems in writing within three days of delivery.
8. **Variation of Numbers and Types of Calibrations**

Additional calibrations (i.e. not specified in the Order Acknowledgement) carried out for the Customer within the period specified in the contract will be carried out and charged at the rates set out in the original contract documentation. When the Customer has paid for calibrations in full (either at the outset of the contract or as a result of quarterly payments) and the total sum due for calibrations actually carried out is less than 80% of the amount paid, the Company will review the contract details at the request of the Customer and consider issuing a Credit Note retrievable against goods or services provided by the Company. When the Customer is being billed per calibration during the course of the calibration contract and the total billed does not exceed 80% of the contract Total within the contract period, the Company may issue an invoice for 50% of the residual sum (this being the difference between the Total specified in the order acknowledgement and the total actually billed for during the contract period).
9. **Limit of Liability**

ANV Measurement Systems accepts no liability for any loss or damage whatever arising in whole or in part the failure of the customer to ensure that the goods are used and regularly inspected, serviced, maintained and repaired in strict accordance with the recommendations of the manufacturer and/or ANV Measurement Systems.
Under no circumstances shall ANV be liable for any consequential loss or damage of whatever nature.
10. **Reasonable Terms**

The parties expressly confirm that they each accept these terms and conditions as being reasonable, but if an English Court or tribunal shall find any term to be unreasonable, such term shall not be void but shall be valid and enforceable to the full extent that such Court or tribunal shall deem would have been reasonable in all circumstances.
11. **Force Majeure**

ANV Measurement Systems will not be liable for any loss occasioned by its failure to fulfil its obligations under this contract arising out of circumstances beyond the control of ANV Measurement Systems including (but not limited to) flood, storm, fire, accidents, labour disputes, war or civil commotion, act of any government, authority or act of God.
12. **Construction of Terms**

Headings have been used for convenience only and shall not affect the construction or interpretation of these terms. These terms and conditions shall be interpreted and construed in accordance with England Law.
13. **Decision Rules and Statements of Conformity**

When the Calibration Laboratory states conformance to a testing standard, it shall use guidance within document: UKAS Lab 48 (Decision Rules and Statements of Conformity). The acceptance limits, and application of measurement uncertainties, will be as defined in the relevant standard applicable to the test (as BS7580 makes no mention of uncertainties, the decision rule is further explained on the calibration certificate).