

## TERMS & CONDITIONS OF BUSINESS – Issue 3 – 22/01/2025

### 1. DEFINITIONS

- 1.1. **Supplier:** Oema Chem Ltd T/A OEMA. Registered in England & Wales number 07221208.
- 1.2. **Client:** The legal entity for whose benefit the services/goods are being purchased as applicable in accordance with these terms and conditions.
- 1.3. **Contract:** The contract between the Supplier and Client for the supply of services/goods in accordance with these conditions.
- 1.4. **Working Day:** A weekday other than a Saturday or Sunday or a public bank holiday.

### 2. GENERAL

- 2.1. Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 2.2. We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you.
- 2.3. We offer the following insurances:
  - a. £10 million Employers Liability.
  - b. £5 million Public Liability Insurance, rising to £10 million for BAE limited to £5 million for Asbestos.
  - c. £5 million Product Liability Insurance, rising to £10 million for BAE
  - d. £2 million Professional Indemnity
- 2.4. OEMA may refuse, without cause to give reason, to supply goods or services.
- 2.5. This offer is subject to an agreement in writing (via formal instruction from a clients authorised representative or via a written purchase order) and an acceptable program for delivery of goods or services prior to any supply of goods or services rendered.

### 3. QUOTATIONS

- 3.1. Any quotation provided by the supplier is only valid for 30 days from its date of issue, unless stated otherwise on the quotation. The supplier reserves the right to renegotiate or withdraw any quotation past its validity date.
- 3.2. The offer is subject to these terms and conditions herein.
- 3.3. All quotations regardless of expiry date are subject to review in January of each year unless otherwise as part of the offer of goods or services.

### 4. PRICES

- 4.1. The price for the supply of goods and services is subject to the agreement of any valid quote issued by the supplier to the client. We shall invoice you following delivery of reports or completion of services. Invoiced amounts shall be due and payable once the goods have been delivered. For clients not on a credit account will be issued a proforma invoice on receipt of order, and will need to be paid in full prior to any release of results, goods or services rendered.
- 4.2. The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 4.3. For clients wishing to trade on credit terms with the Supplier, a credit account application form must be completed and approved by the supplier. This form is available on request.

### 5. PAYMENT

- 5.1. Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 30 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2013, as at the due date.
- 5.2. The client shall notify the supplier in writing within 14 days of invoice issue of any queries relating to invoice charges for their work. Any queries received after 14 days of invoice issue will not be considered without prior approval from the Office Manager or a Director.
- 5.3. For account customers, we reserve the right to withdraw credit account facilities at our discretion at any time. The client will be notified formally in writing following withdrawal of account facilities.

### 6. THE ORDER

- 6.1. The Supplier only accepts the Client Order on written confirmation to the Client of their ability to meet the requirements of the Order in the stipulated timeframe.

### 7. PROVISION OF GOODS/SERVICES

- 7.1. We will deliver the goods/services to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods/services once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence).
- 7.2. We will aim to deliver the goods/services by the date quoted for delivery, but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the Supplier will contact the Client before the delivery date to agree a new delivery schedule.
- 7.3. The Supplier reserves the right to make any reasonable changes to the delivery of goods/services to the Client in order to comply with UK law or Health & Safety requirements.
- 7.4. Samples provided by the Client for analytical testing will be disposed of in accordance with current Health & Safety, Environmental legislation, 14 days after the issue of any relevant report, unless agreed otherwise, in writing.

### 8. PROVISION OF SITE SAMPLING AND MATERIAL TESTING

- 8.1. Sample collection can be provided for a charge as long as reasonable notice is provided and arrangements made to allow for collection from the Clients site between 8am - 4pm on a Working Day. The Client will be liable for any collection service charges resulting from abortive attempts to collect samples. The Client will be liable for charges for standing time where our agent has to wait for samples to be ready for collection, or where our agent has to undertake a site induction. Standing charges will be applicable for every quarter of an hour, or part thereof. Standing time shall be charged for at a rate of £55 Per hour
- 8.2. All samples received for analysis by the supplier are day zero "0". Day one "1" is the first Working Day after receipt of the Sample.
- 8.3. We require access to all locations for our services and reasonable access of entire site to facilitate sample collection. All access roads to be provided free of charge to allow our plant and machinery access.
- 8.4. All areas of work to be clear and free from obstruction to allow safe working in accordance with task specific risk assessment.
- 8.5. Underground services to be suitably identified.
- 8.6. All setting out is to be provided by the Main Contractor.
- 8.7. Task and safety lighting, where necessary, shall be provided by the Main Contractor.
- 8.8. Scaffold, traffic management, or any specialist supervision has not been allowed for unless specifically priced in the offer.
- 8.9. Quotes are based on a normal working week of 40 hrs, Monday to Friday 8am to 4pm. Any work outside these hours will be charged at a premium rate.
- 8.10. Clients must inform the Supplier in advance of any samples being delivered for testing that they suspect of being hazardous to health and provide a Risk Assessment Form with the sample.
- 8.11. Clients are responsible for ensuring adequate quantity of sample in appropriate containers are provided with a written schedule detailing the analysis. Details of how to comply with these requirements is available on request. The Supplier cannot be held responsible for missing delivery dates if the sample quantities or written schedules are inaccurate.

#### 9. LABORATORY TESTING WORK

- 9.1. Wherever possible, all testing shall be carried out to the requirements of our UKAS accreditation, British and European standards or in-house methods as appropriate to the services provided. Unless otherwise requested at time of quotation, OEMA will endeavor to test all items requested within the OEMA laboratories.
- 9.2. OEMA will not be held liable to indemnify the main contractor for the results of the services provided by OEMA with regard to samples obtained, provided, stored or transported by any third party.

#### 10. RISK

- 10.1. As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

#### 11. OWNERSHIP OF THE GOODS

- 11.1. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

#### 12. PERFORMANCE

- 12.1. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken.
- 12.2. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

#### 13. WARRANTY

- 13.1. The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

#### 14. RIGHT TO CANCEL

- 14.1. The Supplier will permit the Client to cancel an Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to invoice the Client for the total amount.
- 14.2. If you have received the goods before you cancel this Agreement then you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling this Agreement, any sum debited to us from your account will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

- 14.3. You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

- 14.4. We reserve the right to cancel the Agreement between us if:

- 14.4.1. we have insufficient stock to deliver the goods you have ordered;

- 14.4.2. we do not deliver to your area; or

- 14.4.3. one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

#### 15. INVALIDITY

- 15.1. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### 16. LIABILITY

- 16.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

- 16.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

- 16.3. Analytical data provided by the Supplier is limited in implication to the sample provided by the Client. No report should be read to imply the sample is representative of the mass from which it was taken unless stated in writing by the Supplier.

- 16.4. Where we need to carry out work / install equipment / provide services on site, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

- 16.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

#### 17. DATA PROTECTION

- 17.1. You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

#### 18. GOVERNING LAW AND JURISDICTION

- 18.1. Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

- 18.2. When OEMA is required by law, or authorized by contractual arrangements to release confidential information, the client shall, unless prohibited by law, be notified of the information provided.

#### 19. CONFIDENTIALITY

- 19.1. OEMA shall inform the client in advance, of any information it intends to place in the public domain. Except for information that the customer makes publicly available, or when agreed between OEMA and the client, all other information is considered proprietary information and shall be regarded as confidential.

#### 20. ENTIRE AGREEMENT

- 20.1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

#### 21. THIRD PARTY RIGHTS

- 21.1. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 22. CUSTOMER SERVICES

- 22.1. To protect your own interests please read the conditions carefully before placing your order. If you are uncertain as to your rights under these Terms & Conditions or you want any explanation about them please write or telephone, at the address and telephone number set out above.
- 22.2. If you are unhappy with any aspect of our service, please contact the Managing Director at the above address. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

## 23. CHANGES TO TERMS AND CONDITIONS OF BUSINESS

- 23.1. We reserve the right to make amendments to these terms and conditions at our discretion. These will be notified to the client in writing.