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## McQuillan Environmental Laboratory

McQuillan Environmental Laboratory is a unique division of McQuillan Envirocare Ltd t/a McQuillan Environmental, tailored specifically to meet the needs of our customers both in waste management and analytical testing activities.

### Laboratory's location:

Caulside Drive, Newpark Industrial Estate,  
Antrim BT41 2DU

Tel: 028 9446 6708

Email: [samplebooking@mcqcos.com](mailto:samplebooking@mcqcos.com)

## Quality & Accreditation

McQuillan Environmental Laboratory operates a fully documented quality management system accredited by United Kingdom Accreditation Service (UKAS) to the ISO/IEC 17025:2017 standard (McQuillan Envirocare Ltd, UKAS No. 4209). Our facilities are extensively equipped to facilitate the analysis of metals, organic and inorganic pollutants in a range of matrices that cover Groundwater, Surface Water, Trade Effluent, Leachate, Waste Water, Soil, Sludge, Hazardous and Solid Waste. We hold UKAS accreditation for a wide range of tests and offer additional unaccredited tests. We can also provide analysis of drinking water, microbiological and waste biomass testing.

McQuillan Environmental Laboratory's Schedule of Accreditation issued by UKAS can be viewed [here](#).

Accredited Test Methods listed in our Schedule of Accreditation are based on recognised standard methods and have undergone extensive validation. Quality and technical systems have been put in place, and are audited by UKAS and internal assessors, to ensure that the laboratory methods and practices remain to be of the highest standard.

## Confidentiality

All information relating to the Customer and laboratory activities is treated as confidential and proprietary, unless publicly disclosed by the Customer, agreed between the parties, or required by law or contract. Information obtained from third parties, including the identity of the source, remains confidential. Where disclosure of confidential information is legally or contractually required, the Customer will be notified unless prohibited by law. The Laboratory will inform the Customer in advance of any information it intends to place in the public domain, and all Laboratory personnel and representatives are bound to maintain confidentiality except where disclosure is required by law.

## Sample Management

Samples will not be scheduled for analysis unless accompanied by a fully completed McQuillan Environmental Chain of Custody Form; including sample IDs, sample dates, sample times, etc.

If purchase orders are used by your company, we reserve the right not to release data unless we have received a copy of the purchase order.

Surcharges will be applied for accelerated turnaround times where these are requested based on the relevant contract or quotation prices. Prices are based on an estimated 10 working day turnaround time. All accelerated turnarounds should be discussed with the Hazardous Commercial Manager prior to sample submission.

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In the event that tests have been subcontracted to another laboratory it is not always possible to meet turnaround times requested/aimed for.

It is assumed that the detection limits for the samples scheduled are below the critical level of interest required for the project, if they are not or you would like to receive clarification of these, contact the Laboratory to discuss.

If a sample is submitted to the laboratory and no analysis is requested the customer may still be charged for sample handling and disposal.

### Sample Stability

Please refer to Tables 1 & 2 for Stability Times. In order to prevent a deviancy comment, samples should be sent to the lab on the day of sampling. If samples are received 24 hours after sample collection date, analysis may exceed sample stability time. The consequence of a deviant sample will be compromised results. McQuillan Environmental will not accept any responsibility for deviant samples unless caused by circumstances within the laboratory.

BOD must be analysed within 48 hours of sampling or a deviancy comment will be added. Results may be compromised if samples are analysed outside of the stability time. In order to prevent a deviancy comment, samples should be sent to the lab on the day of sampling. Ideally, samples should be taken and submitted between Wednesday and Friday before NOON to guarantee the sample is analysed within the stability times.

Customers should state on the Chain of Custody Form the time in which samples were taken to ensure that maximum sample preservation times are not exceeded. In such cases, where a date and time has not been provided or stability time has been exceeded the Test Report will include a disclaimer which clearly notes that deviations from the relevant standard were observed and that the validity of the results can be affected by these deviations.

Customers should ensure ALL samples are submitted to the Laboratory before 11am on a Friday. Samples received after 11am on a Friday may not be scheduled until the following Monday.

### Sample Containers

Customers should ensure that samples are delivered in the correct bottles and sufficient sample volume is provided for analysis requested. The recommended storage temperature for water and soil samples is 2°C to 8°C.

For BOD analysis, a separate 1-litre bottle with no head space is required. A deviancy comment will be added if the correct container is not provided. We prepare a set of dilutions to cover the expected ranges of most samples. However, if the sample is so heavily loaded it still strips all the oxygen and we are unable to finish the test, we will report a greater than value. This is a test where it would be inappropriate to repeat after five days of incubation.

Following reviews by UKAS on the use of correct containers for analysis, we will no longer accredit volatile samples that are not received in the correct containers. We would like to highlight that the best practice for sampling volatiles is to take every sample (soils and waters) in duplicate vials or volatile jars with no headspace.

When analysis has been requested on an inappropriate bottle (this includes unpreserved bottles for preserved analysis) and the analysis goes ahead, it will not conform to our Laboratory Quality Management System and will result in a deviation comment being added.

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If sufficient soil/water sample is received, a sub sample will be retained free of charge for 6 weeks after analysis is completed.

Subcontracted samples will be disposed of by the subcontract laboratory and are therefore not covered under the McQuillan Environmental terms and conditions for sample disposal.

Where a customer has requested Dissolved metals, McQuillan Environmental will supply the correct 60mL syringes and 0.45µm filters. Please ensure these syringes and filters are the only type used. To filter a sample requiring Dissolved metals, please follow the below steps:

- Draw up a sample in to the syringe provided (fill the syringe to the 60mL line) – ensure the sample has been mixed well before doing this.
- Screw the filter on to the end of the syringe and decant in to the appropriate metal bottle provided. If you feel resistance, this is an indication to replace the filter with a fresh one (this will be dependent on sample type). Continue decanting from the syringe until the appropriate metal bottle has been filled. Each sample will require a fresh syringe and filter(s).
- If it is clear the sample has not been filtered, it will not be analysed for Dissolved metals.

## Tests, Detection limits & Stability days

**Table 1: Accredited Tests**

ACCREDITED TEST	MATRIX	METHOD	DETECTION LIMIT	STABILITY DAYS
Suspended Solids	GW, SW, TE, LL, WW	Gravimetric	3.0 mg/l	3
Loss on Ignition (LOI)	SO	Gravimetric	0.10%	7
Dry Matter	SO	Gravimetric	0.40%	3
Moisture Content	SO	Gravimetric	0.40%	3
pH	GW, SW, TE, LL, PL, WW	pH meter	1-14	3
Electrical Conductivity	GW, SW, TE, LL, PL, WW	Conductivity meter	1.0 µS/cm	3
Fluoride	GW, SW, TE, LL, WW	Discrete Analyser	0.05 mg/l	31
Chemical Oxygen Demand (COD)	GW, SW, TE, LL, PL, WW	Colorimetry	25.0 mg/l	3
Chemical Oxygen Demand (COD) settled	GW, SW, TE, LL, PL, WW	Colorimetry	25.0 mg/l	3
Mineral Oil in Soil (TPH)	SO	GC	50.0 mg/kg	7
Total Organic Carbon (TOC)	GW, SW, TE, LL, PL	TOC analyser	1.0 mg/l	7
Dissolved Organic Carbon (DOC)	GW, SW, TE, LL, PL	TOC analyser	1.0 mg/l	7
Biological Oxygen Demand (BOD)	GW, SW, TE, LL, WW	DO meter	1.0 mg/l	2
Total Potassium	GW, SW, TE, LL,	ICP-MS	0.47mg/l	1*
Total Magnesium	GW, SW, TE, LL	ICP-MS	0.18mg/l	1*
Total Sodium	GW, SW, TE, LL	ICP-MS	0.41mg/l	1*
Total Calcium	GW, SW, TE, LL	ICP-MS	1.50mg/l	1*
Dissolved Potassium	GW, SW, TE, LL, PL	ICP-MS	0.17mg/l	1*
Dissolved Magnesium	GW, SW, TE, LL, PL	ICP-MS	0.10mg/l	1*
Dissolved Sodium	GW, SW, TE, LL, PL	ICP-MS	0.15mg/l	1*
Dissolved Calcium	GW, SW, TE, LL, PL	ICP-MS	0.20mg/l	1*
TPH in Water	GW, SW, TE, LL.	GC	0.05 mg/l	4
Total Dissolved Solids (TDS)	GW, SW, TE, LL.	Gravimetric	3.0 mg/l	7
Phenol (monohydric/index)	GW, SW, TE, LL, PL	Colorimetry	0.1 mg/l	3
Ammonia	GW, SW, TE, LL, WW	Discrete Analyser	0.11 mg/l	3
Total Oxidized Nitrogen (TON)	GW, SW, TE, LL, WW	Discrete Analyser	0.10 mg/l	3
Nitrate	GW, SW, TE, LL, WW	Discrete Analyser	0.10 mg/l	3
Nitrite	GW, SW, TE, LL, WW	Discrete Analyser	0.05 mg/l	8**

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ACCREDITED TEST	MATRIX	METHOD	DETECTION LIMIT	STABILITY DAYS
Chloride	GW, SW, TE, LL, WW	Discrete Analyser	0.35 mg/l	31
Alkalinity	GW, SW, TE, LL, WW	Discrete Analyser	5.0 mg/l	14
Phosphate	GW, SW, TE, LL, WW	Discrete Analyser	0.10 mg/l	3
Sulphate	GW, SW, TE, LL, WW	Discrete Analyser	5.00 mg/l	31
Dissolved Aluminium	GW, SW, TE, LL	ICP-MS	0.380 µg/l	1*
Dissolved Antimony	GW, SW, TE, LL	ICP-MS	0.472 µg/l	1*
Dissolved Arsenic	GW, SW, TE, LL	ICP-MS	0.502 µg/l	1*
Dissolved Barium	GW, SW, TE, LL	ICP-MS	0.867 µg/l	1*
Dissolved Beryllium	GW, SW, TE, LL	ICP-MS	0.264 µg/l	1*
Dissolved Cadmium	GW, SW, TE, LL	ICP-MS	0.101 µg/l	1*
Dissolved Cobalt	GW, SW, TE, LL	ICP-MS	0.096 µg/l	1*
Dissolved Chromium	GW, SW, TE, LL	ICP-MS	0.288 µg/l	1*
Dissolved Copper	GW, SW, TE, LL	ICP-MS	1.392 µg/l	1*
Dissolved Iron	GW, SW, TE, LL	ICP-MS	0.571 µg/l	1*
Dissolved Lead	GW, SW, TE, LL	ICP-MS	0.037 µg/l	1*
Dissolved Lithium	GW, SW, TE, LL	ICP-MS	1.233 µg/l	1*
Dissolved Manganese	GW, SW, TE, LL	ICP-MS	0.619 µg/l	1*
Dissolved Molybdenum	GW, SW, TE, LL	ICP-MS	0.322 µg/l	1*
Dissolved Nickel	GW, SW, TE, LL	ICP-MS	0.791 µg/l	1*
Dissolved Selenium	GW, SW, TE, LL	ICP-MS	2.287 µg/l	1*
Dissolved Strontium	GW, SW, TE, LL	ICP-MS	0.228 µg/l	1*
Dissolved Tin	GW, SW, TE, LL	ICP-MS	0.140 µg/l	1*
Dissolved Vanadium	GW, SW, TE, LL	ICP-MS	0.137 µg/l	1*
Dissolved Zinc	GW, SW, TE, LL	ICP-MS	2.037 µg/l	1*
Dissolved Silver	SW, GW	ICP-MS	1.077 µg/l	1*
Total Antimony	GW, SW, TE, LL	ICP-MS	1.977 µg/l	1*
Total Arsenic	GW, SW, TE, LL	ICP-MS	1.738 µg/l	1*
Total Barium	GW, SW, TE, LL	ICP-MS	4.347 µg/l	1*
Total Beryllium	GW, SW, TE, LL	ICP-MS	1.157 µg/l	1*
Total Cadmium	GW, SW, TE, LL	ICP-MS	0.976 µg/l	1*
Total Cobalt	GW, SW, TE, LL	ICP-MS	0.921 µg/l	1*
Total Chromium	GW, SW, TE, LL	ICP-MS	4.058 µg/l	1*
Total Copper	GW, SW, TE, LL	ICP-MS	7.918 µg/l	1*
Total Iron	GW, SW, TE, LL	ICP-MS	66.252 µg/l	1*
Total Lead	GW, SW, TE, LL	ICP-MS	0.257 µg/l	1*
Total Lithium	GW, SW, TE, LL	ICP-MS	0.277 µg/l	1*
Total Manganese	GW, SW, TE, LL	ICP-MS	6.098 µg/l	1*
Total Molybdenum	GW, SW, TE, LL	ICP-MS	0.839 µg/l	1*
Total Nickel	GW, SW, TE, LL	ICP-MS	1.739 µg/l	1*
Total Selenium	GW, SW, TE, LL	ICP-MS	2.191 µg/l	1*
Total Silver	GW, SW, TE, LL	ICP-MS	0.447 µg/l	1*
Total Strontium	GW, SW, TE, LL	ICP-MS	8.422 µg/l	1*
Total Tin	GW, SW, TE, LL	ICP-MS	0.839 µg/l	1*
Total Vanadium	GW, SW, TE, LL	ICP-MS	5.165 µg/l	1*
Total Zinc	GW, SW, TE, LL	ICP-MS	34.667 µg/l	1*

**ACCREDITED TEST MATRIX KEY:**

GW = Ground Water, LL = Landfill Leachate, PL = Prepared Leachate, SO = Soil,  
SW = Surface Water, TE = Trade Effluent, WW = Waste Water

\* Over one day acidify with HNO<sub>3</sub> to pH 2.0, stable for 31 days once acidified and stored at 4°C.

\*\* Nitrite Stability 8 days if received in correct preservation bottle, if not 2-day stability applicable.

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**Table 2: Unaccredited Tests**

UNACCREDITED TEST	MATRIX	METHOD	DETECTION LIMIT	STABILITY DAYS
Chloride	GW, SW, TE, LL, PL	Sherwood mk II analyser	10.0 mg/l	31
Ammonia (High range)	GW, SW, TE, LL, PL	Photometry	4.0 mg/l	3
Salinity	GW, SW, TE, LL, PL	Titration	0.1 g/l	3
Alkalinity	GW, SW, TE, LL, PL	Titration	0.1 mg/l	14
Sulphate	GW, SW, TE, LL, PL	Colorimetry	5.0 mg/l	31
Nitrite	GW, SW, TE, LL, PL	Colorimetry	0.01 mg/l	4
Total Oxidized Nitrogen (TON)	GW, SW, TE, LL, PL	Colorimetry	0.5 mg/l	3
Nitrate	GW, SW, TE, LL, PL	Colorimetry	0.5 mg/l	4
Ammonia (Low range)	GW, SW, TE, LL, PL	Colorimetry	0.5 mg/l	3
Dissolved Caesium	GW, SW, TE, LL	ICP-MS	0.030 µg/l	1*
Dissolved arsenic	GW, SW, TE, LL, PL	ICP-OES	0.004 mg/l	3
Dissolved barium	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Dissolved cadmium	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Dissolved copper	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Dissolved chromium	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Dissolved lead	GW, SW, TE, LL, PL	ICP-OES	0.003 mg/l	1*
Dissolved molybdenum	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Dissolved nickel	GW, SW, TE, LL, PL	ICP-OES	0.009 mg/l	1*
Dissolved zinc	GW, SW, TE, LL, PL	ICP-OES	0.003 mg/l	1*
Dissolved aluminium	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Dissolved cobalt	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Dissolved iron	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Dissolved manganese	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Dissolved vanadium	GW, SW, TE, LL, PL	ICP-OES	0.003 mg/l	1*
Total Caesium	GW, SW, TE, LL	ICP-MS	1.279 µg/l	1*
Total arsenic	GW, SW, TE, LL, PL	ICP-OES	0.08 mg/l	1*
Total barium	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Total cadmium	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Total copper	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Total chromium	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Total lead	GW, SW, TE, LL, PL	ICP-OES	0.006 mg/l	1*
Total molybdenum	GW, SW, TE, LL, PL	ICP-OES	0.002 mg/l	1*
Total nickel	GW, SW, TE, LL, PL	ICP-OES	0.035 mg/l	1*
Total zinc	GW, SW, TE, LL, PL	ICP-OES	0.006 mg/l	1*
Total Aluminium	GW, SW, TE, LL, PL	ICP-OES	0.004 mg/l	1*
Total cobalt	GW, SW, TE, LL, PL	ICP-OES	0.003 mg/l	1*
Total iron	GW, SW, TE, LL, PL	ICP-OES	0.004 mg/l	1*
Total manganese	GW, SW, TE, LL, PL	ICP-OES	0.001 mg/l	1*
Total vanadium	GW, SW, TE, LL, PL	ICP-OES	0.005 mg/l	3*

**UNACCREDITED TEST MATRIX KEY:**

GW = Ground Water, LL = Landfill Leachate, PL = Prepared Leachate, SW = Surface Water,  
TE = Trade Effluent

\* Over one day acidify with HNO<sub>3</sub> to pH 2.0, stable for 31 days once acidified and stored at 4°C.

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## Terms and conditions for supply of laboratory services

### 1.0 Definitions

- 1.1 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.2 "Customer" means the person who buys or agrees to buy the services from the Seller.
- 1.3 "Delivery Date" means the approximate date specified by the Seller when the services are to be delivered.
- 1.4 "Price" means the Price for the Services including carriage.
- 1.5 "Seller" means The Seller McQuillan Envirocare Limited t/a McQuillan Environmental having its registered office at 11 Ballinderry Road, Lisburn.
- 1.6 "Services" means the services which the Customer agrees to buy from the Seller.

### 2.0 Conditions applicable

- 2.1 These conditions shall apply to all contracts for the sale of Services by the Seller to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Services shall be deemed to be an offer by the Customer to purchase Services pursuant to these Conditions. An offer shall be made by the Customer either verbally or via purchase order document or by any other method approved by the Seller.
- 2.3 Acceptance of the Customer's order shall be the delivery of the Services to the Customer which shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4 The Seller is under no obligation to accept an Order or generally to supply Services to the Customer.
- 2.5 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless issued in writing by the Seller.

### 3.0 Price and Payment

- 3.1 Please note upon commencement of the service the customer agrees to payment terms of strictly 30 days.
- 3.2 The Price of the Services shall be the Seller's price ruling at the date of assembly of the Customer's order at the Seller's premises. The Price is exclusive of VAT which shall be due by the Customer at the rate ruling on the date of the VAT invoice.
- 3.3 Payment of the Price and VAT shall be due within the credit period notified to the Customer by the Seller from time to time in writing or in default thereof of 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.4 Interest on overdue invoices shall accrue from the date of delivery and continue from day to day until the date of Payment at the rate of 4% above the Seller banker's base rate from time to time in force in Belfast and shall accrue at such a rate after as well as before any judgement.
- 3.5 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under these Conditions shall prejudice its right to do so in the future.
- 3.6 Without prejudice to the Seller's other remedies if any payment by the Customer is overdue then all sums whatever (whether pursuant to the Conditions or otherwise) due from the Customer to the Seller shall become immediately due and the Customer shall not have the benefit of the credit period specified in clause 3.2 or any other relevant credit period and furthermore the Seller shall be at liberty to exercise any of its rights pursuant to clause 9.
- 3.7 If the Customer fails to make any payment to the Seller on the due date, then without prejudice to the Seller's other remedies the Seller may appropriate any payment made by the Customer to such of the Services as the Seller may in its absolute discretion think fit.
- 3.8 Should the Customer default in payment of any sum for whatever reason on the due date, then, without prejudice to any other right which the Seller may have, the Seller may withhold or suspend performance of any contractual obligation to the Customer not withstanding anything to the contrary herein contained.

### 4.0 Limitation of Authority

- 4.1 The Sellers servants and agents have no authority orally to vary, modify or waive expressly or impliedly any of these Conditions whatsoever or to make any oral or written representation as to their effect save that an Officer of the Company duly and expressly authorised may vary in writing any terms contained herein.
- 4.2 The Customer on accepting a quotation by the Seller and/or entering into a contract with the Company on the basis of these Conditions is deemed to have acknowledged that he has received and/or relied on: ~

(i) no oral representation which might have the effect of over-riding the said conditions.

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(ii) no oral advice as to the suitability of Services supplied by the Seller for any particular situation or purpose.

4.3 Quotations by the Seller shall not constitute offers by the Seller to supply the services or carry out work referred to therein, and no order placed in response to a quotation will be binding unless accepted by the Seller in writing. All such acceptances by the Seller are subject to availability of the necessary materials and to the Seller being able to obtain any necessary authorisation and/or licences and to the same remaining valid.

**5.0 Service Levels**

5.1 The Seller will endeavour to:

(i) ensure that all samples are analysed and the results of such analysis notified to the customer.

(ii) ensure that all samples are analysed in accordance with best analytical practises.

(iii) ensure that its staff whilst on premises under control of the Customer will act responsibly and in accordance with safe working procedures.

(iv) ensure that all information relating to the business and activities of the Customer which are known to The Seller and the staff of The Seller.

(v) ensure that standard turnaround times are met for analysis. The standard turnaround time for the laboratory is 10 working days from the sample is booked into the laboratory. Shorter turnaround times are available at the discretion of the laboratory.

5.2 As a consequence of the Services provided by The Seller are not divulged to any third party without prior written approval from the Customer.

5.3 Any special analytical procedures set out in The Seller's quotation shall not be varied without the prior written agreement between the Customer and The Seller.

5.4 The Seller reserves the right to reject any samples which in its opinion by reason of its nature, volume or presentation is not such to permit The Seller to conduct an adequate analysis.

5.5 Please be aware than any extra analysis requested that is not included on your quotation, will be charged using the Standard Price List.

**6.0 Warranties and Liability**

6.1 Save for such warranties as are implied by law no warranty, condition, description or representation is given or implied by the Seller.

**7.0 Cancellations**

7.1 The Seller may refuse an order at any time before the services are delivered. The Seller shall not be liable for any loss or damage whatever arising from such refusal.

**8.0 Acceptance of the Services**

8.1 The Customer shall be deemed to have accepted Services on delivery to the Customer unless the Customer notifies the Seller in writing within 48 hours of delivery that Services were delivered which were not in conformity with the Customers order or otherwise not fit for resale. Such Services shall be set aside and kept safe by the Customer and made available for inspection by the Seller. If the Seller accepts that such Services are not in conformity with the Order or are damaged or unfit for resale it shall allow the Customer a credit in respect of such Services.

8.2 After acceptance the Customer shall not be entitled to reject Services which are not in accordance with the contract.

**9.0 Title and Risk**

9.1 The risk in the Services shall pass to the Customer: ~

9.1.1 where the Seller delivers Services or causes Services to be delivered, then as and from the arrival at the point where they are to be unloaded.

9.1.2 where the Customer collects Services or causes Services to be collected then as and from the point where they are collected. When Services are loaded onto vehicles, loading shall be the responsibility of and at the risk of the Customer.

9.2 Notwithstanding delivery having been made property in the Services shall not pass from the Seller, (and shall remain with the Seller) until:

9.2.1 the Customer shall have paid the Price plus VAT (if any) in full and

9.2.2 no other sums whatever (whether pursuant to a supply under these conditions or otherwise) shall be due from the Customer to the Seller; and until the Seller or its agents are deemed to have the right given by the Customer to have his irrevocable authority to enter on to the Customer's premises to recover any Services and dispose of them at its discretion without being liable to the Customer for any disturbance, damage or loss caused by the exercise of such rights. Until property in the Services passes to the Customer in

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accordance with this clause, he shall hold them on a fiduciary basis as bailee for the Seller and shall store the Services at no cost for the Seller.

- 9.3 The Seller shall be entitled to recover all sums due from the Customer to the Seller notwithstanding that the property in any services has not passed to the Customer.
- 9.4 Notwithstanding that the Services (or any of them) remain the property of the Seller the Customer may sell them in the ordinary course of the Customer's business at full market value but for the account of the Seller.
- 9.5 Risk shall pass on delivery of the Services to the Customer who shall insure them to their full value against all risks to the reasonable satisfaction of the Company. The Customer shall provide proof of such insurance and the payments of premiums to the Seller on demand and in default thereof all sums due by the Customer to the Seller shall become immediately due and payable.
- 9.6 The Customer shall not pledge or in any way charge or give security over the Services in respect of any indebtedness or liability of the Customer whilst they remain the property of the Seller. Without prejudice to the other rights of the Seller if the Customer is in breach of this clause all sums whatever (whether pursuant to a supply under these Conditions or otherwise) owes to the Seller shall become immediately due and payable.

**10.0 Remedies of Customer**

- 10.1 Where the Customer properly rejects any Services then the Customer shall have no further rights whatever in respect of the supply to the Customer of such Services or the failure by the Seller to supply Services that conform to the contract of sale.
- 10.2 Where the Customer accepts or has been deemed to have accepted any Services then the Seller shall have no liability whatever to the Customer in respect of those Services.
- 10.3 The Seller shall not be liable to the Customer for late or non-delivery or short delivery of the Services.
- 10.4 The Customer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counter-claim which the Customer may have or for any reason whatever.

**11.0 Force Majeure**

- 11.1 The Seller shall not be liable for the failure to perform any or all of its obligations under these Conditions arising from any inability to procure or secure at reasonable cost labour, materials, services or other supplies of any kind or any Act of God, war, strike, lock-out or other labour dispute, civil commotion, fire, flood, drought, equipment failure, legislation, order of any public or competent authority or any other cause beyond its control.

**12.0 Limitation and Exclusion of Liability**

- 12.1 The liability of the Seller in respect of any Services proven to be defective shall where the law permits be limited to the Wholesale price of the Services in question.
- 12.2 The Seller shall not be liable for any direct or indirect consequential economic loss or loss of profit in respect of these Conditions.

**13.0 Insolvency**

- 13.1 If the Customer is in breach of the Conditions or if any seizure or execution shall be levied upon any of the Customer's Services or if the Customer offers to make any arrangement with its creditors of the Customer is unable to pay its debts as they fall due or if any resolution or petition to bankrupt/wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, supervisor, trustee, administrator, administrative receiver or manager shall be appointed over the whole part of the Customer's business or assets or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Services shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have;
- 13.1.1 suspend all future deliveries of Services to the Customer and/or terminate the Conditions without liability upon its part; and/or
- 13.1.2 exercise any of its rights pursuant to Clause 8.

**14.0 Recommended Third parties, sub-contracting and third-party rights**

- 14.1 Where the Seller recommends that the Customer should engage other laboratories to carry out certain services, the Seller shall have no liability in respect of such recommendation or the performance of such services by others.
- 14.2 The Seller shall be entitled to subcontract any of the services under the contract if it anticipates that it will be unable to meet the timescale set out in the contract or if a particular determinant cannot be analysed in house.

**15.0 Proper law of Contract**

- 15.1 This contract is subject to the law of Northern Ireland and the jurisdiction of the Courts of Northern Ireland.