

Document Name	Terms and Conditions
Document Code	LGL-00100

Terms and Conditions

These General Terms and Conditions govern the provision of services by CEA Laboratories Limited to its clients.

General

The Laboratory agrees to provide environmental testing services as described in the service agreement or quotation. All services will be performed in accordance with recognized industry standards and laboratory practices.

The Laboratory will maintain the confidentiality of all client information and test results, except as required by law or with the clients prior written consent. Confidential information does not include information that is publicly known, independently developed by the laboratory, or disclosed by a third party not in breach of any confidentiality obligations.

The laboratory warrants that it will perform services with reasonable care and skill. The laboratories liability for any claim arising out of or in connection with the services provided shall be limited to the amount paid by the Client for those services. The laboratory shall not be liable for any indirect, consequential, or incidental damages, including loss of profits or data. The client agrees to indemnify and hold harmless the Laboratory from any claims, damages, or losses arising from the Client's breach of these Terms or from the Client's use of the test results.

The laboratory shall not be liable for any failure to perform its obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, and strikes (force majeure). These terms shall be governed by and construed in accordance with the laws of Ireland.

Any disputes arising out of or in connection with these terms shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to mediation or arbitration as agreed by the parties. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

These terms, together with the service agreement or quotation, constitute the entire agreement between the parties and supersede all prior agreements and understandings. The laboratory reserves the right to amend these terms at any time. Any amendments will be communicated to the client and will apply to future services.

Document Name	Terms and Conditions
Document Code	LGL-00100

The customer agrees to indemnify CEA Laboratories against any third-party claims arising from the supply of goods or services to the customer, provided that such claims result from the negligence of CEA Laboratories, its employees, or agents. CEA Laboratories will not participate in or testify in court regarding any projects for tests conducted on its premises. Customers must notify CEA Laboratories of any potential or impending legal disputes before a quotation is provided. CEA Laboratories reserves the right to refuse to issue a quotation at any time. In the event of any legal action, proceeding, or claim against CEA Laboratories or its promoters, CEA Laboratories expressly excludes liability for any consequential loss, damage, or any loss of value, profit, business, revenue, or goodwill arising from or related to any report, analysis, brochure, or other document prepared, published, or issued by CEA Laboratories.

CEA Laboratories guarantees that the reported results accurately reflect the sample as received and tested in CEA Laboratories. CEA Laboratories accepts no further liability or responsibility to any party. Specifically, without limiting the generality of the above, CEA Laboratories holds no liability or responsibility regarding, or in any way related to:

1. The collection of the sample, its accuracy, or its suitability for intended purposes, as well as the labelling, handling, storage, or transportation of the sample prior to its delivery to CEA Laboratories, or its condition upon arrival.
2. Any actual or alleged incompetence, negligence, failure, or breach of duty by any individual involved in or responsible for the activities mentioned above, regardless of whether such individual is identified as an agent of CEA Laboratories. All such individuals shall be considered agents of the recipient of the report and not agents or representatives of CEA Laboratories in any capacity.

Collection, Delivery and Sample Information

The client is responsible for ensuring that samples are properly labelled and packaged to prevent contamination and degradation, if posting or delivering samples. The laboratory reserves the right to refuse samples that are improperly labelled, contaminated, or deemed hazardous. CEA Laboratories will NOT be responsible for results effected by taking samples incorrectly. When the samples are taken they must be brought to the lab immediately for analysis.

If delays are caused by the customer, resulting in waiting time for staff members, a fee of €10 per hour will be charged. If CEA Laboratories has arranged a specific time and location for sample collection and the sample is not ready or available, the client may be charged.

Document Name	Terms and Conditions
Document Code	LGL-00100

When sending sample to the laboratory, please ensure that you have send enough of the sample required, or else testing will not be able to be completed. If sending glass, please pack the glass in bubble wrap. Sampling equipment is provided free of charge. Samples must be clearly labelled and accompanied by detailed written instructions or a sample card containing the necessary sample information. Sample cards are available at www.cealaboratories.com. CEA Laboratories assumes no responsibility for any issues arising from the customer's failure to provide clear written instructions in the form of a chain of custody.

Cheques can be given to the driver at the collection for all samples.

Laboratory Testing and Services

Either party may terminate the service agreement by providing 30 days written notice to the other party. This applies to long-term testing contracts. Upon termination, the client shall pay for all services rendered up to the date of termination.

Quotations are valid for 30 days from the date of issue. The customer is responsible for reviewing the quotation to verify its accuracy and to ensure that all requested tests are included. All quotations given are under CEA Laboratories terms, this overrides any other conditions of the customer, and other representations made by other parties before the contract. The quotation/tender is formulated based on the information provided by the customer to CEA Laboratories. Prices are determined by the frequency, type of tests, and quantity of work requested. Any changes will necessitate a revised quotation, and if there are reductions in tests or quantities, the quotation will be updated accordingly.

The Uncertainty of Measurement is not included in the results on CEA Laboratories reports, however, it can be incorporated if needed.

CEA Laboratories reserves the right to increase the quoted price without prior notice to accommodate any changes in specifications requested by the Customer or any modifications made before the date of service. All prices exclude VAT, current rate of 23%.

CEA Laboratories prioritizes the protection of its employees and will not tolerate any bullying or harassment from customers. We are committed to providing the highest level of service. However, if employees experience unfair treatment, CEA Laboratories reserves the right to request that the customer seek services from another provider.

Document Name	Terms and Conditions
Document Code	LGL-00100

If the client requires repeat testing on samples received by the laboratory, if the results are the same as the initial testing, they must be paid for in full.

The completion of testing should be around 10 working days, or less. However, this may be longer during busy periods of the year. CEA Laboratories will not be responsible for delays on any third-party projects. If a customer cancels a sample batch after CEA Laboratories has received a purchase order or sample card and testing has begun, the customer will be responsible for any costs incurred by CEA Laboratories up to the point of cancellation.

Customers are required to inform CEA Laboratories in writing of any hazardous properties that a sample may possess. This includes, but is not limited to, foreign, chemical, acidic, biological, explosive, nuclear, toxic, gaseous, chemically unstable, or radiological contaminants. Material Safety Data Sheets (MSDS) and detailed properties must be provided with the sample and sample card. Customers must notify CEA Laboratories in writing and in advance if samples originate from a foreign country. CEA Laboratories accepts samples from within the EU and follows a specific procedure for these samples as recommended by the Department of Agriculture.

All reports and certificates issued by CEA Laboratories are intended exclusively for the use of our customers. They may not be used for advertising, publicity, litigation, or relied upon by third parties without prior written consent from CEA Laboratories.

All other sample types are retained for 1 month after reporting and then disposed. Customers must include clear written instructions with each sample specifying the required tests; otherwise, CEA Laboratories will reject the samples. All reports are sent out by email unless otherwise requested.

CEA Laboratories may subcontract services under the contract if it anticipates being unable to meet the specified timescale or if a specific analysis cannot be conducted in-house. In such cases, a suitable subcontractor will be selected according to our internal quality procedures to meet the customer's requirements, including limits, methodology, and accreditation.

Payments, Refunds and Quotes

Fees for services will be as specified in the service agreement or quotation. Invoices are payable within 30 days from the date of invoice. Late payments may incur interest at a rate of 5% per month. The Laboratory reserves the right to suspend services or withhold test results for overdue accounts. All transactions and payments will be made in EUR €.

Document Name	Terms and Conditions
Document Code	LGL-00100

Every order must be accompanied by a purchase order, or payment must be made either with the samples before work commences or upon delivery of the samples to our premises.

Without detracting from the aforementioned, CEA Laboratories reserves the right to pursue legal action against the Customer for any loss or damage resulting from the Customer's failure to fulfil any Contract or make full payment for the goods.

For irregular customers, payment will be requested prior to the release of results or reports. Payment in full is required before issuing of the report. When a third-party supplier requests CEA Laboratories to perform work on behalf of their client, they are required to make payment in advance of the sample analysis.

If payment declines, results will be held until payment is made in full. Payments can be made by cheque, credit card, debit card, or cash. For any issues with payment, refunds or quotes, please email info@cealaboratories.com. If a cheque bounces the customer will automatically be charged €10.00 including VAT as the bank will automatically charge CEA laboratories.