

Testing Terms and Conditions:

Company details: Donnington Laboratories Ltd (company number 04011391) (we and us) is a company registered in England and Wales and our registered office is at Unit 3 Donnington Park, Birdham Road, Chichester, West Sussex, PO20 7DU.

Contacting us: To contact us, email us at admin@donlab.co.uk.

Our Contract: These terms and conditions ("Terms") apply to the order by the user and supply of the laboratory services by us to the user ("Contract"). They apply to the exclusion of any other terms that the user seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Contract is the entire agreement between the user and us in relation to its subject matter. The user acknowledges that they have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

Acceptance of Terms: By utilising the laboratory services, the user agrees to be bound by these Terms. If the user does not agree with any part of these Terms, please refrain from using the services. Our acceptance of the order takes place when the user submits the samples for testing, at which point the Contract between the user and us will come into existence. The Contract will relate only to those samples submitted for the laboratory services.

Reasonable care and skill. We warrant to the user that the laboratory services will be provided using reasonable care and skill.

Time for performance. We will use all reasonable endeavours to meet any performance dates specified, but any such dates are estimates only and failure to perform the laboratory services by such dates will not give the user the right to terminate the Contract.

Limitations of Tests: The laboratory tests provided have inherent limitations and may not detect all possible factors or conditions. The results are based on the specific sample provided and may not be representative of the entire batch or population being tested.

Sample Submissions: Samples must be submitted in accordance with the laboratory's guidelines and procedures. It is the responsibility of the user to ensure that the samples are properly collected, preserved, and packaged for transport to the laboratory. The laboratory shall not be held liable for any damage, loss, or alteration of samples during transit. The user acknowledges that we will only test the samples outside of the ISO18593 limits upon the user's request. If a sample subject to the laboratory services is the subject of legal proceedings, the user must notify us of this in writing at the time of sample submission.

Transport of Samples: The user is responsible for arranging and covering all costs associated with the transport of samples to the laboratory. We shall not be responsible for any delays, damages, or losses incurred during the transportation process.

Results and Interpretation: We will provide test results based on the analysis of the submitted sample(s). These results pertain solely to the specific sample(s) provided and may not be extrapolated to the entire batch or population. The interpretation of the results should be considered within the context of the specific sample(s) tested.

Test Accuracy and Reliability: While we strive to provide accurate and reliable test results, no laboratory test can guarantee 100% accuracy. Factors such as sample quality, testing methodology, and external conditions may impact the accuracy and reliability of the results. We shall not be held liable for any consequences arising from the use or reliance on the test results.

Return of Samples: Samples shall only be returned after testing if requested by the user, provided this is made clear at the time of sample submission. The cost of handling, packaging and carriage shall be invoiced to the user. We are not able to return chemicals or other hazardous goods.

Confidentiality: We will maintain the confidentiality of the user's personal and testing information in accordance with applicable laws and regulations. However, the user acknowledges and agrees that the transmission of data over the internet is not completely secure, and we cannot guarantee the absolute security of information transmitted through electronic means.

Charges: In consideration of us providing the laboratory services the user must pay our charges. The charges are the prices quoted by us to the user. The user acknowledges that in some circumstances it is not possible to provide a price for the laboratory services until the sample has been received, in such circumstances we will notify the user as soon as possible of the price for the laboratory services. If the user wishes to change the scope of the services after we accept the sample, and we agree to such change, we will modify the charges accordingly and notify the user.

Payment Terms: Our standard credit terms require payment by end of month following the invoice. All price breaks & discounts are dependent on payment within these credit terms. We reserve the right to claim interest & compensation on overdue payments in accordance with the Late Payment of Commercial Debts Regulations (Interest) Act 1988. All results and reports remain our property until all overdue sums are settled by the user.

Compliance with Laws and Regulations: The user agrees to comply with all applicable laws, regulations, and guidelines related to the use of the laboratory services. It is the user's responsibility to ensure that the samples submitted, and the results obtained are used in compliance with the relevant legal and regulatory requirements.

Limitation of Liability: Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). We shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use of the laboratory services, including but not limited to the limitations of tests, sample submissions, transport of samples, and interpretation of results. Our total liability to the user arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid under the Contract.

Intellectual Property Rights: All intellectual property rights in or arising out of or in connection with the laboratory services (other than intellectual property rights in any materials provided by the user) will be owned by us. We agree to grant the user a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the deliverables (excluding materials provided by the user) for the purpose of receiving and using the laboratory services and such deliverables in the user's business. The user may not sub-license, assign or otherwise transfer the rights granted in this clause without prior written consent.

Data Protection: We will use any personal information the user provides to us to: (a) provide the laboratory services; (b) process payment for the laboratory services; and (c) inform the user about similar services that we provide, but the user may stop receiving these at any time by contacting us. We will process the user's personal information in accordance with our, the terms of which are incorporated into this Contract.

Events Outside Our Control: We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control.

Third party rights. The Contract is between the user and us. No other person has any rights to enforce any of its terms.

Variation. Any variation of the Contract only has effect if it is in writing and signed by the user and us (or our respective authorised representatives).

Waiver. If we do not insist that the user performs any of their obligations under the Contract, or if we do not enforce our rights against the user, or if we delay in doing so, that will not mean that we have waived

our rights against the user or that the user does not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by the user.

Governing Law and Jurisdiction: These terms and conditions shall be governed by and construed in accordance with the laws of the England and Wales. Any disputes arising from or relating to these terms shall be subject to the exclusive jurisdiction of the courts of the England and Wales.

Please note that these terms and conditions are subject to change without notice. It is your responsibility to regularly review them for any updates or modifications.

Website Terms and Conditions:

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Acceptance of Terms: By accessing and using this laboratory website, you agree to be bound by these terms and conditions. If you do not agree with any part of these terms, please refrain from using the website. We may amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

Intellectual Property: All content, including text, graphics, logos, images, and software, on this laboratory website is protected by intellectual property laws and is the property of the laboratory. Unauthorised use of any materials may infringe copyright, trademark, and other laws.

Use of Website: This laboratory website is for informational purposes only. You may not modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products, or services obtained from this website.

User Conduct: You agree to use the laboratory website only for lawful purposes and in a manner that does not infringe upon the rights of others or restrict their use and enjoyment of the website. Prohibited activities include, but are not limited to, transmitting any content that is unlawful, defamatory, obscene, offensive, or harmful.

Privacy Policy: We value your privacy and handle your personal data with care. We will only use your personal information as set out in our Privacy Policy.

Links to Third-Party Websites: This laboratory website may contain links to third-party websites for your convenience. These links do not imply endorsement or responsibility for the content of such websites. We recommend reviewing the terms and conditions and privacy policies of any third-party websites you visit.

Disclaimer of Warranties: This laboratory website is provided on an "as is" basis, without any warranties, expressed or implied. We do not guarantee the accuracy, reliability, or availability of the website or its content. Your use of the website is at your own risk. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.

Limitation of Liability: In no event shall we be liable for any direct, indirect, incidental, consequential, or damages arising out of or relating to your use of the laboratory website. This includes any errors or omissions in the content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

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