

## TERMS AND CONDITIONS

These Terms and Conditions serves to inform the client which terms and conditions will apply to all dealings, test and analytical services provided by SMT Labs (Pty) Ltd.

Please read this document carefully before ordering any service from us. You should understand that by ordering any of our services you agree to be bound by these terms and conditions and all transactions with us for laboratory services are and will be governed by them, to the exclusion of all other terms and conditions you may purport to apply.

### 1. Information About Us

As part of its business SMT LABS (Pty) Ltd is duly registered in terms of the Company laws of the Republic of South Africa.

Our Lab assistants have the necessary qualifications and expertise to provide our services.

### 2. Service Availability

Our services are available to all natural and juristic persons, residing or conducting business within the Republic of South Africa. As well as some neighboring countries.

### 3. Your Status

By placing an order with us, the client warrants that:

- 3.1. You are legally capable of entering into binding contracts;
- 3.2. You are at least 18 years old;
- 3.3. You are duly authorized to place orders on behalf of Your Company.

### 4. The Analytical Service

- 4.1. On receipt of the sample together with a completed Customer Take-On Form the nature of the sample and requested analyses will be reviewed. Subject to clause 4.2, we agree to provide the analysis as requested.
- 4.2. Samples can only be accepted and then tested when the sample is accompanied by a submission form that has been completed and signed by the client. Any changes to the submission form must be confirmed and approved by the client in writing.
- 4.3. We reserve the right to refuse any sample(s) that are damaged or not acceptable to regulations for analysis and you will be notified of any such decision.
- 4.4. If your product contains traces of chemicals or materials, which are prohibited to be used for whatsoever reason, we reserve the right to report you or your company to a regulatory body or organization monitoring these substances.

- 4.5. Samples are generally analyzed on a “first come first served” basis. We aim to complete the analyses within 5 working days from receipt of sample, although this may be affected by other factors (including instrument availability, type of analyses requested, etc.) which we do not have direct control over.
- 4.6. Requests for urgent analysis will be considered and may be subject to a surcharge. This will be discussed with the client prior to commencement of the analysis.
- 4.7. The analysis will only relate to the sample received and not from any bulk product or goods from which the sample may have been taken. SMT LABS (Pty) Ltd cannot be held liable for any further dealing with the sample or product from which the sample stems from.**
- 4.8. It is the policy of SMT LABS (Pty) Ltd not to provide interpretations or opinions on results of analyses, although we will be prepared to discuss the facts contained in the analytical report.
- 4.9. Whilst it is our policy not to use sub-contractors, there may be instances where this becomes necessary. If so, this will be discussed with you prior to the acceptance of the contract.

## **5. Health & Safety**

- 5.1. You must inform us of any hazard relating to samples submitted for analysis.
- 5.2. We will hold you responsible for any injury or illness that results from the handling of materials that are not clearly labeled as being of a hazardous nature.

## **6. Storage**

We would like to inform you that we will supply the highest standard of excellence during the analysis process as well as providing safe storage facilities. The client should be aware that in the case of theft of your sample occurring whilst on our premises, we cannot be held responsible.

## **7. Price and Payment**

- 7.1. Quotations are valid for 30 days from date of issue and will only be considered accepted once signed, dated, and proof is sent to our office via e-mail. To which we shall acknowledge receipt of your e-mail letter.
- 7.2. Testing shall only commence once clause 7.1. has been adhered to.
- 7.3. The balance is payable prior to the commencement of tests, unless otherwise negotiated in writing or credit terms are in place.

- 7.4. The price for the analysis shall be as agreed between the parties and shall be subject to VAT at the prevailing rate.
- 7.5. If credit terms are in place, the full balance is due and payable within 30 days of receipt of the report, failing which interest shall be charged at the maximum prescribed interest rate as allowed.
- 7.6. If we are required to collect or deliver on your behalf, courier costs shall be charged. Should delivery take place over a weekend, public holiday or after hours an additional charge shall be payable. This rate will change from time to time according to market fluctuations and will be communicated to the client before delivery and collection will commence.
- 7.7. Should the sample provided have a presumptive positive result, please note that further tests must be conducted, which shall result in additional costs. This is part of the test method and is not optional.
- 7.8. Should SMT LABS (Pty) Ltd institute any legal action arising from any order, you shall be liable for all legal costs on a scale as between Attorney and client scale, including but not limited to interest, collection commission and tracing agent fees.
- 7.9. You consent that SMT LABS (Pty) Ltd may institute action in the Magistrate's court in terms of the Magistrate's Court Act 32 of 1944 irrespective of the amount due and owing.
- 7.10. The parties agree that their *domicilium citandi et executandi* for the purposes of legal proceedings and for the purposes of giving and sending notice provided for or necessary in terms of this agreement shall be the address provided for by the parties on the Customer Take-On Form, which forms part of this agreement.

## **8. Events Outside Our Control**

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the agreement that is caused by events outside our reasonable control i.e. (Force Majeure Event).
- 8.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - 8.2.1. Strikes, lock-outs or other industrial action.
  - 8.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - 8.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

8.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

8.2.5. Impossibility of the use of public or private telecommunications networks.

8.2.6. The acts, decrees, legislation, regulations or restrictions of any government.

8.3. Our performance under the agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the agreement may be performed despite the Force Majeure Event.

## **9. Waiver**

9.1. In the event of us not enforcing immediately the due and full compliance with all or any of the terms and conditions or neglecting to do so, or in the event of extension being granted by us for the due observance of any the terms and conditions, such failure, neglect or indulgence shall in no way be construed as binding upon us and shall in no way be taken to be a waiver on the part of our rights in terms of this agreement.

9.2. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **10. Entire Agreement**

10.1. The terms and conditions and any document expressly referred to in them represent the entire agreement between the parties and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

10.2. The parties acknowledge that by entering into an agreement, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between the parties prior to the conclusion of the agreement except as expressly stated in these terms and conditions.

10.3. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 11. Our Right to Vary These Terms and Conditions

- 11.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 11.2. You will be subject to the policies and terms and conditions in force at the time that you order our services from us, unless any change to those policies or these terms and conditions are required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if we notify You of the change to those policies or these terms and conditions before we send you the analytical report (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the analytical report).

## 12. Complaints Policy

We are open to receiving any legitimate / honest consumer complaints from our customers subject to the following:

- 12.1. To be a valid claim, the sample must be returned with the original tax invoice and the original or certified copy of the report issued.
- 12.2. The complaint must be submitted in writing.

I certify that all the information given is correct and that I agree to all the terms and conditions of sale attached. I hereby declare that I am duly authorized to act on behalf of the Company as far as the application is concerned.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_