

Materials Testing *The confidential and comprehensive testing service*
Tel +44 (0)118 923 6214 or 6219
Fax +44 (0)118 923 6373
E-mail wqc@materialstesting.co.uk
Website www.materialstesting.co.uk

The Water Quality Centre
 Spencer House
 Manor Farm Road
 READING
 Berkshire
 RG2 0JN, U.K

TESTING OF MATERIALS FOR USE WITH DRINKING WATER
BS 6920 : 2000 - SAMPLE RETESTING REQUEST FORM.

Please complete and send a copy of this form with your test samples.

ENQUIRY REFERENCE No:..... (If known)

We ask the Water Quality Centre to test fresh samples of our product(s) to the specified requirements of the Water Regulations Advisory Scheme Tests of Effect on Water Quality (BS 6920). We accept the standard Water Quality Centre Terms and Conditions attached.

Name (in capitals):..... Position:.....

Company Name:..... Date:...../200.....

Company Order
 Number/Reference:.....

Company Value Added Tax (VAT) Registration
 Number*:.....

Signed:.....

- ...
- if you are based within the EC (other than the UK) please supply your VAT Number, otherwise we may have to include VAT, at the current UK rate, in your final invoice.
 - NOTE - our V.A.T Registration Number is GB537456915.**

Product:.....

Batch
 Number:.....

Date of
 Manufacture:.....

Shore Hardness (Rubber Products
 Only):.....

Differences (if any) from the previous test
 samples:.....

Original Test Reference: M..... Date of Issue:.....

<i>Test(s) Required</i>	Tick tests required		
	Single	Duplicate	Triplicate Audit Test
Odour and flavour of water			
Appearance of water			
Growth of aquatic microorganisms test (MDOD)			

Cytotoxicity test			
Extraction of metals test			
Test temperature:.....°C			

NOTES:

1. All repeat tests carried out will be charged at the current individual test charge rates.
2. If the initial tests were carried out by another laboratory please send us a copy of their report.

30th September 2003

THE WATER QUALITY CENTRE ("WQC").

Terms and Conditions : Materials Testing.

1. These terms and conditions apply to services provided by the Water Quality Centre of Thames Water Utilities Limited (WQC) to its Clients for goods and materials testing (Services). Unless agreed in writing these Terms and Conditions shall apply to the exclusion of any others. WQC shall perform the services with all reasonable skill and care.
2. **Disclosure.** The provision of Services by WQC is undertaken on the basis that full and adequate disclosure is made by the Client to WQC of all information and documentation which may affect such testing, including, without limitation, the purpose or purposes for which the goods or materials supplied to WQC for testing are to be used. Such information and documentation and the results of all tests undertaken will be treated as confidential and will not be made available to third parties (including staff of the Thames Water Group and its agents) without the Clients written instructions.
 - (i) The Client will indemnify WQC against any third party claims for any loss or injury arising out of any use or application of any such goods or materials not disclosed to the WQC, **and**
 - (ii) WQC shall not be liable for any loss or damage arising out of undisclosed use *or application* by the Client.
3. **Testing.** (i) WQC will carry out such work as it considers appropriate or as agreed between WQC and the Client, and WQC shall be entitled to test any samples/goods to destruction.
 - (ii) WQC further reserves the right to carry out tests in any of its' UKAS accredited laboratories.
 - (iii) WQC will use established methods for testing and analysis where these are available but makes no warranty as to the accuracy or fitness for purpose of such results. Where novel test methods have to be developed and validated WQC shall not be liable for any resulting losses or damage, howsoever caused; including but not limited to, loss of profit, business revenue or goodwill.
 - (iv) If agreed by WQC, the Client or any agreed third party may be present when work is carried out.
4. **Test Samples.** Any report issued by WQC will relate only to the goods or materials in respect of which work has been done and not the bulk from which the samples tested have been selected.
5. **Reports.** WQC reports are provided in confidence. No right is given or implied to use the name of Thames Water; of any of the companies in the Thames Water Plc group; or of the Water Quality Centre in any promotion or other publication relating to any sample tested or the bulk from which it is taken. Copyright in all written statements, opinions, reports, certificates and other information given by the WQC in the course of test and analytical services will remain the property of Thames Water Utilities Limited; and must not be made public (except as required by law), edited or amended in whole or in part without prior written consent.
Test reports shall not be reproduced, except in full, without our prior written consent.
6. **Sample Disposal.** Unless otherwise agreed in writing, all goods and materials received for testing will be disposed of by WQC after completion of the work. If agreed in writing, WQC will, at the Clients expense and risk, return untested samples to the Client by a method considered to be appropriate by the WQC.
7. **Termination.** WQC reserves the right to terminate testing/analysis of samples for reasons of laboratory safety and/or instrumental integrity, and to charge the Client for all work undertaken.
8. **Payments.** All payments for samples shall be paid in advance. No result or report shall be supplied by WQC until such time as payment in full has been received. On submission of invoice all payments unless otherwise agreed in writing shall be made within 14 days of the date of the invoice. For customers outside UK payment shall be made within 30 days of the date of the invoice. Customers outside UK are responsible for costs of currency conversion and other associated charges. WQC reserves the right to withhold reports or to suspend or discontinue the provision of services at any time and at its discretion. The WQC accepts no responsibility for the consequences of withholding reports or suspending or discontinuing work in such circumstances.
9. **Liability.** The Client accepts:-
 - (i) that it is reasonable for WQC to exclude all guarantees and warranties express or implied and all liabilities including all conditions, and warranties whatsoever that would be implied or imposed by statute, law or otherwise howsoever are excluded to the fullest extent permitted by law.
 - (ii) that in no circumstances shall WQC be liable for any loss or damage, including but not limited to, loss of profits, business revenue or goodwill; or for any special, indirect or consequential loss or damage, or in respect of any claim made against the Client by a third party. Save that nothing under this Agreement shall limit or exclude liability of either party in respect of death, personal injuries or fraudulent misrepresentation.;
 - (iii) that WQC shall bear no duty of care or contractual liability to the Client in providing the Services in respect of uses and/or applications not disclosed by the Client to WQC.
 - (iv) The liability of WQC, if any, shall be limited to the sum of the Contract Price plus 25% thereof.
10. **General.** (i) Neither party may assign this agreement without the express written permission of the other. (ii) A

person who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement. (iii) This agreement sets out the entire agreement between the parties and supersedes all prior agreements and understandings relating to its subject matter.

11. **Jurisdiction.** This Agreement shall be interpreted in accordance with the Laws of England and Wales and any dispute arising under it shall be submitted to the non- exclusive jurisdiction of the courts in England and Wales.

30th September 2003