

Tracerco Analytical Services - UK

Request for Analysis Form

Please send a signed copy of this form along with samples to: Tracerco Analytical Services, Tracer Technology Centre, Pavilion 10, Belasis Hall Technology Park, Billingham, TS23 4ED

Company Information			
Company Name / Platform			
Contact Name / Email Address			
Purchase Order Number			
Signature / Date			
Analysis Requirements	Turnaround		
	10 Days	2 Days*	1 Day*
Gamma Spectrometry (NORM)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Polonium-210 by Alpha Spectrometry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low Level Water (NORM)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Heavy Metals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tri-band TPH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flash Point	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VOC - Volatile Organic Compounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAH - Polycyclic Aromatic Hydrocarbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TPH - Total Petroleum Hydrocarbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oil on Sand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BTEX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Suspended Solids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loss on Ignition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOC - Total Organic Carbon ^[§]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COD - Chemical Oxygen Demand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Particle Size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
pH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Content / Dry Matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acid Insolubles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WAC for Hazardous Waste	<input type="checkbox"/>	N/A	N/A
Other (specify test and turnaround)			

*Turnaround is quoted as working days, not including Saturdays, Sundays or public holidays. Urgent 1- & 2-day turnaround cannot be guaranteed without prior approval from the Laboratory Manager. Urgent turnarounds incur a 100% and 50% uplift in costs respectively.

^[§] Analysis provided by an approved third-party laboratory (TOC – solids only, aqueous liquids analysed in-house)

Tracer Technology Centre, Pavilion 10, Belasis Hall Technology Park, Billingham, TS23 4ED, UK
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Tracerco Limited is a subsidiary of the Tracerco Group of companies, Measurement Technology Centre, The Moat, Belasis Hall Technology Park, Billingham, TS23 4ED. Registered in England No. 4496566. Tracerco is a trading name of Tracerco Limited. Tracerco is a trademark of the Tracerco Group of companies.

SAMPLE INFORMATION		
Name of person taking sample		
Sample Reference	Sample Point	Date/Time

Terms & Conditions

The work described in the Service Agreement ("Agreement") is made available to Client by Tracerco Limited, ("Tracerco") on the following Terms and Conditions:

1. Definitions

- 1.1 "Affiliate" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company.
- 1.2 "Company" means the person, firm or company who purchases the Services from Tracerco.
- 1.3 "Company Group" means the Company, its other contractors of any tier, its client of any tier, its and their Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of Contractor Group.
- 1.4 "Contract" means the contract between Company and Tracerco for the sale and supply of Services incorporating these terms and conditions.
- 1.5 "Contract Price" means the total price to be paid for the supply of Services under the Contract.
- 1.6 "Intellectual Property" means patents, copyright, proprietary rights or confidential knowhow, trademark or process.
- 1.7 "Services" means the work that Tracerco is required to carry out under the Contract including the provision of all materials, goods and services.
- 1.8 "Tracerco" means the Tracerco entity named on the purchase order to supply the Services.
- 1.9 "Tracerco Group" means Tracerco, its Affiliates, its subcontractors (of any tier), its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Company Group.

2. General

- 2.1 These conditions shall apply to and be incorporated into the Contract and shall prevail over any and all other terms and conditions (including but not limited to any terms or conditions which the Company purports to apply under any Purchase Order, confirmation of order or other document). Any variation to these conditions must be expressly agreed in writing by Tracerco.
- 2.2 The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements related to the Contract, either written or oral. The Company acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Tracerco which is not set out in the Contract. Nothing in this condition shall exclude or limit Tracerco's liability for fraudulent misrepresentation.

3. Price and Payment

- 3.1 Prices shall be those quoted by Tracerco. The prices quoted cover only those Services that are specified in the proposal.
- 3.2 Unless otherwise agreed in writing, prices shall be exclusive of VAT but includes all other taxes, duties or other charges.
- 3.3 At Tracerco's sole discretion, Tracerco may invoice the Company on completion of the Services or on a monthly basis. Company will pay Contractor within thirty (30) calendar days from receipt of Contractor's invoice. Company will only make payments to Tracerco from an account held in Company's name.
- 3.5 Company must advise Tracerco of any disputed amounts within fourteen (14) calendar days from receipt of invoice.
- 3.4 Interest shall be payable for late payment of correctly prepared and supported invoices. The amount of interest payable shall be based on the current annual Bank of England "Base Rate" plus three percent (3%) per annum and shall be calculated pro rata on a daily basis.
- 3.5 If withholding tax applies, Company will be obligated to supply Contractor with all tax withholding certificates within three (3) months from the date of payment. Failure by Company to supply said tax certificates will result in Company reimbursing Contractor the full amount of tax withheld. This obligation to survive termination and or completion of the Contract.

4. Company's Specification

- 4.1 Company will be responsible for supplying Tracerco with all adequate, reliable and accurate information ("Client Information") to enable Tracerco to provide the Services. Tracerco will not be responsible for any loss, liability, claim, proceedings or delays caused by any inadequacies or omissions in Client Information.
- 4.2 Subject to the Company providing Tracerco with applicable Company site rules and regulations in writing in reasonable time ("Site Rules") and in any event prior to the commencement of the Services, Tracerco will comply with such Site Rules, to the extent it is legally permissible to do so.

5. Despatch, Delivery and Completion

- 5.1 Tracerco will use reasonable endeavours to meet any mobilization dates, completion dates or similar which are specified in the Contract, but time will not be of the essence and Tracerco accepts no liability for failure to meet any specified dates.
- 5.2 Tracerco will retain full legal and beneficial ownership of any and all films, deliverables and reports until full payment has been received for the Services.

6. Cancellation or Delay Charges

- 6.1 In the event that the Company requests cancellation or a delay of the provision of the Services to be provided under this Contract, the following charges will apply:
 - (a) on less than fourteen (14 day) notice being provided by the Company before the Services are to be commenced, twenty five percent (25%) of the price for the Services quoted in Tracerco's proposal document will become due to Tracerco;
 - (b) on less than seventy two (72) hour notice being provided by the Company before the Services are to be commenced, fifty percent (50%) of the price of the Services quoted in Tracerco's proposal document will become due to Tracerco,
 the parties confirm that this represents a genuine pre-estimate of Tracerco's loss for such delay or cancellation of the Services by the Company.

7. Installation, Commissioning and Services

- 7.1 Personnel day rates shall apply from mobilisation of personnel from point of origin until return of personnel to the same and will not be subject to pro-rata payment for part days worked.
- 7.2 In the event of on-shore standby, due to circumstances out with the control of Tracerco, Company shall reimburse Tracerco all accommodation, meals and other reasonable expenses incurred at documented cost plus twenty percent (20%).
- 7.3 Where Tracerco provides any technical support, advice and/or recommendations in relation to the installation, commissioning and/or use of the goods (collectively known as "Support"), Tracerco warrants that, to the extent such Support relates to the goods alone, it will provide the Support with the requisite degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced supplier of such goods.
- 7.3 Where the Support relates to the goods and its interaction with the Company's process or plant or the Support requires a knowledge or understanding of the Company's process or plant including, without limitation, its effect on the goods, such Support is given in good faith, but Tracerco does not warrant or guarantee the correctness, adequacy or suitability of such Support and shall have no liability to the Company in respect of such Support given. It shall be the sole responsibility of the Company to assess such Support and whether or not to accept, act on or implement the same.

8. Warranty

- 8.1 Tracerco warrants that the Services will be performed in a good and workmanlike manner, in accordance with Tracerco's proposal (if any), within the generally accepted limitation of the specified technology and with the requisite degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and reputable contractor experienced in the types of work to be carried out under the Contract.
- 8.2 In performing the Services, Tracerco will exercise reasonable diligence and care in obtaining and reporting data and in carrying out such observations as Tracerco considers necessary to provide the data, results and any written report in the Contract. Where the Services are a non-destructive and minimally invasive examination of systems, Tracerco does not guarantee that all defects in the systems will be identified nor guarantee that its recommendations, including but not limited to recommendations on the repair or replacement of components will prevent future problems with the systems.
- 8.3 In the event of any non-conformity or deficiency in the performance of the Services which is in breach of Tracerco's warranty, Tracerco will re-perform the Services at Tracerco's expense. At Tracerco's sole option, a refund may be given for the defective Services or part thereof. Such reperformance

or refund will constitute the sole and exclusive remedy of Company for breach of warranty. In no event will Tracerco's liability in connection with this warranty exceed Contract Price.

- 8.4 Tracerco's obligation shall cease twelve (12) months from the date the Services are completed. (the "Warranty Period") Tracerco will not be liable for a breach of the warranty in Clause 8.1 if the Company doesn't give written notice of the defect to Tracerco within the Warranty Period.
- 8.5 If the worksite is offshore, Tracerco shall not be liable to the Company for the costs of helicopter transport of personnel between the heliport and offshore, or for the costs of any vessel, offshore accommodation, messing or similar costs.
- 8.6 Any Services which are reperformed shall be subject to the warranty in Clauses 8.1 and 8.4.
- 8.7 THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESSED OR IMPLIED ARE EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 9. Confidential Information**
Tracerco shall use reasonable endeavours to maintain as confidential any information which Client designates to Tracerco in writing as confidential, except that information which is or will have become available to the public, is or will have been known to Tracerco or was or will have been received by Tracerco from a third party.
- 10. Indemnities - Personnel and Property**
- 10.1 Tracerco will be responsible for and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
(a) personal injury including death or disease to any person employed by Tracerco Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
(b) loss of or damage to the property of Tracerco Group whether owned, hired, leased or otherwise provided by Tracerco Group arising from, relating to or in connection with the performance or non-performance of the Contract.
(c) subject to any other express provisions of the Contract to the contrary, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Tracerco Group. For the purposes of this Clause 10, "Third Party" shall mean any party which is not a member of the Company Group or Tracerco Group.
- 10.2 Company will be responsible for and shall save, indemnify, defend and hold harmless Tracerco Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
(a) personal injury including death or disease to any person employed by Company Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
(b) loss of or damage to the property of Company Group whether owned by Company Group or hired, leased or otherwise provided by the Company Group, which is located at the worksite, arising from, relating to or in connection with the performance or non-performance of the Contract;
(c) subject to any other express provisions of the Contract to the contrary, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Company Group.
- 10.3 All exclusions and indemnities given under Clause 13 and this Clause 10 (save for those under Clause 10.1(c) and 10.2(c)) shall apply irrespective of cause, and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 11. Insurance**
The Company and Tracerco shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the Contract.
- 12. Intellectual Property**
All Intellectual Property developed in whole or in part by Tracerco in the course of the performance of the Contract shall belong solely to Tracerco.
- 13. Limit of Liability and Consequential Loss**
- 13.1 For the purposes of this Clause 13, Consequential Loss shall mean:
(i) consequential or indirect loss under English Law, and
(ii) loss and/or deferral of production, plant downtime, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit (if any), business interruptions, losses resulting from failure to meet other contractual commitments or deadlines and downtime of any drilling unit facilities or vessels, in each case whether direct or indirect to the extent these are not included in (i) and whether or not foreseeable at the effective date of commencement of the Contract. Notwithstanding any provision to the contrary elsewhere in the Contract the Company shall save, indemnify, defend and hold harmless Tracerco Group from the Company Groups own Consequential Loss and Tracerco shall save, indemnify, defend and hold harmless Company Group from Tracerco Groups own Consequential Loss arising from, relating to or in connection with the performance or non-performance of the Contract.
- 13.2 Except as provided in Clause 10.1 and 13.1, Tracerco's maximum aggregate liability for any claim or series of related claims howsoever arising, whether in contract (including warranties and/or indemnities), tort (including negligence), breach of statutory duty, misrepresentation, strict liability, local laws or otherwise will be limited to the Contract Price.
- 13.3 Nothing in this Contract will exclude or limit Tracerco's liability for (i) fraud or fraudulent misrepresentation or (ii) death or personal injury arising from Tracerco's negligence.
- 14. Default**
- 14.1 If Company fails to pay Tracerco the Contract Price within the time specified in the Contract or if a government licence is required in order to complete performance of the Contract and such licence cannot be obtained or if a government licence in connection with the performance of the Contract is revoked Tracerco may terminate the Contract on written notice to Company, suspend the work or require payment in advance for any further services.
- 14.2 Tracerco shall be entitled to terminate the Contract forthwith in writing in Company is in breach of Clauses 17 or 18.
- 14.3 Without prejudice to Clauses 14.1 and 14.2, either party shall be entitled to terminate the Contract forthwith in writing if: (a) the other commits a material breach of the Contract which is not remedied within thirty (30) calendar days of notification of such breach; or (b) the other shall have a receiver, administrator, administrative receiver or similar officer appointed, or shall pass a resolution for winding-up (other than a winding-up for the purpose of or in connection with any solvent amalgamation or reconstruction) or a court shall make an order to that effect, or if a party shall enter into any composition or arrangement with its creditors (other than relating to a solvent restructuring) or shall cease to carry on business.
- 14.4 Termination of the Agreement under this Clause will not affect either party's rights accruing before the date of termination.
- 15. Samples**
- 15.1 Collection of Samples.
Where the Services include sample analyses, Company shall, at its own expense, collect the sample(s) within ten (10) calendar days from the date of receipt of a written notice from Tracerco. If the Company fails to collect the sample(s) within this time period, Company shall be charged the storage fee stated in the proposal on a daily basis until the samples have been collected.
- 15.2 All samples must be delivered to the delivery point specified in the proposal. Weight of each sample must not exceed fifty (50) grams unless otherwise agreed between the Parties in writing. Company shall be responsible for any additional expense incurred due to delivering samples of excessive weight and/or to an incorrect delivery point.
- 15.3 Company agrees to comply with legal and regulatory requirements with regards to the delivery and collection of samples.

16. Force Majeure

Except for the obligation to pay monies when due, neither party shall be liable to the other for its failure to perform any of its obligations under the Contract as a result of a Force Majeure event, which is beyond the control and without the fault or negligence of the party affected and provided that the affected party notifies the other party of the Force Majeure event as soon as possible. For the purpose of this Clause, "Force Majeure" shall mean (1) acts of god; (2) compliance with any law, order, proclamation, regulation, sanction, embargo, or ordinance of government or subdivision thereof; (3) explosion; (4) earthquake, fire, flood, volcanic eruption or ash cloud or other natural physical disaster; (5) act of war or public enemy (whether war be declared or not); (6) riots, strikes, insurrection, rebellions, sabotage, or acts of terrorism, civil disturbances; (7) lockouts or other industrial disputes, lack of or failure of utility services or transportation facilities or materials; and (8) any other cause (other than financial distress or inability to pay debts when due) which is reasonably beyond the control of such party.

17. Business Ethics

17.1 The Company will not in connection with the Contract, offer, promise or give, request, agree to receive or accept, any financial or other benefit to or from any person, directly or indirectly, for the purpose obtaining an improper advantage, or otherwise conduct itself in a manner contrary to the UK Bribery Act, US Foreign Corrupt Practices Act or other applicable anti-bribery laws.

17.2 Tracerco may, in addition to the other remedies that may be available to it, terminate this Contract immediately on written notice, where Tracerco believe that the Company Group have breached this Clause and the Company shall save, indemnify, defend and hold harmless Tracerco Group from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any such breach.

17.3 Financial Crime

17.4 Company warrants and represents that, along with its employees, agents, contractors, and representatives:

(a) it is fully aware of and understands the provisions of all applicable taxation, anti-money laundering, counter-terrorism and other financial crime laws (the "Financial Crime Laws"), and that it has in place robust and reasonable internal procedures to ensure that it and its employees, agents, contractors and representatives comply with Financial Crime Laws;

(b) it has not committed and will not commit an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by itself or any other person ("Tax Offences"); and

(c) any consideration paid for the purchase of the products or services does not constitute the proceeds of crime under any applicable Financial Crime Laws, and is not derived from conflict, terrorism or money laundering sources ("Financial Crime Offences").

Company will promptly notify Tracerco in writing if: (i) it becomes aware of any Tax Offences or Financial Crime Offences by it or its employees, agents, contractors or representatives; or (ii) it or its employees, agents, contractors or representatives become the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any potential violation of Financial Crime Laws, or any such investigation is threatened or pending.

Company agrees to indemnify Tracerco against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred as a result of any violation of Financial Crime Laws by it or its employees, agents, contractors or representatives.

18. Sanctions

18.1 Company acknowledges and agrees that goods, Services and/or confidential information may be subject to export control and trade sanctions laws, regulations, rules and licenses ("Export Control and Trade Sanctions Rules"). Company shall comply with the Export Control and Trade Sanctions Rules and shall not do anything which would cause Tracerco to be in breach of such Export Control and Trade Sanctions Rules. Company will immediately notify Tracerco of any re-sale, re-export or transfer of goods, Services and/or confidential information in breach of any Export Control and Trade Sanctions Rules.

18.2 Tracerco shall not be liable for not complying with any of its obligations hereunder where so complying would involve dealing or transacting with any entity, person or bank designated under EU, US or UK sanctions or blocked persons lists or with any entity, person or bank 50% or more owned or otherwise controlled by one or more such parties. Company warrants that as at the date of this Contract it is not directly or indirectly owned and/or controlled by any such person.

19. Assignment

Neither Company nor Tracerco shall at any time assign any part of their respective rights or obligations under this Contract to any other person without gaining the prior written consent of the other party.

20. Notice

Any notice given pursuant to the terms of the Conditions of Contract shall be in writing and shall be sent to Tracerco at Tracerco Limited, Measurement Technology Centre, The Moat, Belasis Hall Business Park, Billingham, UK TS23 4ED and to Company at the address previously advised to Tracerco.

21. Severance

If any provision (or part) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any such provision would be valid, enforceable or legal if some part of it was deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

22. Contract Risk

The parties intend that no provision of the Contract shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 confer any benefit on nor be enforceable by any person who is not a party to the Contract.

23. Governing Law

23.1 The Contract will be governed by and construed in accordance with the laws of England and Wales and the parties agree to the non- exclusive jurisdiction of the courts of England.

23.2 If either party is dissatisfied with the performance of the other in relation to this Contract, the parties shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way. In the absence of any agreement being reached in a particular dispute either party may take appropriate action in the English Courts to resolve the dispute at any time.

