

# General Terms and Conditions

All quotations/pricing/verbal pricing and through emails are subject to the terms and conditions detailed below

## Laboratory Services

- Quotations are valid for 30 days from the date of issue
- It is the responsibility of the customer to check the quotation to ensure it is correct and that all tests they have asked for are present on the quotation.
- All quotations are given and all orders are accepted on IAS Laboratories terms, this will prevail over any other terms and conditions of the Customer and any other representations made by any party prior to the contract.
- No modifications of these terms shall be effective unless made by an express written agreement referring to this clause between IAS Laboratories and the Customer.
- The quotation/tender is based on the information given by the customer to IAS Laboratories. Prices are based on the frequency, tests and quantity of work requested by the customer. Any amendments will require a revised quotation and if tests or quantities reduce the quotation will be revised.
- IAS Laboratories is entitled without prior notice to increase the price stated to take account of any changes in specification made at the request of the Customer or any alteration before the date of performance.
- All prices exclude VAT, current rate of 23% except for Drinking Water Private Customers
- For the protection of employees of IAS Laboratories bullying or harassment will not be tolerated from any customers. IAS Laboratories will do its best to ensure you receive the highest possible service. IAS Laboratories have the right to ask the customer to find another service supplier if they feel they are being treated unfairly.
- Any repeat analysis requested by the customer to query results must be paid in full by the customer if the results are the same as they were on the first occasion.
- Turn Around Times are 10 working days or less. This may be exceeded during busier periods.
- Subcontracted samples may exceed 10 working days
- IAS Laboratories will not be held responsible for any delays on any third party projects.
- If a customer decides to cancel a sample batch for which IAS Laboratories have received either a purchase order or a sample card and testing has commenced any costs incurred by IAS Laboratories will be chargeable to the customer.
- Customers must notify IAS Laboratories in writing of any hazardous properties a sample may contain. This includes foreign, chemical, acidic, biological, explosive, nuclear, toxic, gaseous, chemically unstable or radiological contamination. MSDS sheets and properties must be sent along with the sample and sample card.
- Customers must notify IAS Laboratories in advance and in writing if samples are from a foreign country, IAS Laboratories do accept samples from within the EU and have a specific procedure in place for these samples as recommended by the Department of Agriculture.
- Samples collected or received for testing shall be disposed of after testing unless claimed, or unless instructions to the contrary have been notified by the client.
- A charge will apply for any additional work requested (outside of the standard service) by the lab administrator. A charge of €10 ex vat per cert will apply for revisions of certs, adjustments, copies, archive searches,
- All reports & certificates provided by IAS Laboratories are for the sole use of our customer and shall not be used for the purposes of advertising, publicity, litigation or reliance on by third parties without the prior consent of IAS Laboratories, given in writing.
- IAS Laboratories is an INAB accredited testing laboratory Reg. 275T. Our scope of accreditation can be found at [www.inab.ie](http://www.inab.ie) and also on the IAS website. Please ensure accreditation requirements meet your needs.
- Water samples will be retained for 10 days after reporting and disposed of thereafter.
- Soil/Sludge samples will be held for 3 months after receipt date and will be disposed of thereafter
- Customers must provide clear written instructions with each sample explaining what testing is to be carried out otherwise samples will be rejected by IAS Labs.
- All pricing should be checked with a sales rep in advance of sending samples to the laboratory.
- All reports are sent out by email unless otherwise requested.
- IAS Laboratories will sub-contract any of the services under the contract if it anticipates that it will be unable to meet the timescale set out in the contract or if a particular determinant cannot be analysed in-house. In such an event a suitable subcontractor as per our internal quality procedures will be selected to meet the requirements of the customer i.e. limits, methodology and accreditation.

## Collections & Sample Receipt

- If the customer is at fault and causes delays for drivers or technicians a rate of €50 per hour will be charged.
- If IAS Laboratories has agreed a time and place for sample collection and the sample is not ready or taken IAS Laboratories will still charge agreed price for that collection.
- When sending samples to the laboratory please ensure to ask how much sample is required and what bottles are required for analysis and ensure the sample is properly packed. Glass bottles must be packed in bubble wrap and must be placed upright along with all plastic containers too. Bottles are provided free of charge.
- Samples must be labelled clearly and must be accompanied by clear written instructions or a sample cards with the sample information. Sample card can be found at [www.iaslabs.ie](http://www.iaslabs.ie) IAS Laboratories do not take any responsibility for the failure of a customer to provide clear written instruction in the form of a chain of custody.
- IAS Laboratories price collections based on monthly collection runs. If you require a separate collection outside the monthly collection rate this will be deemed as a once off and charge at a different rate.
- Cheques can be given to the driver at the time of collection for all drinking waters and soils.

## General T&Cs

- The Customer shall indemnify IAS Laboratories against any claim whatsoever by a third party arising out of the supply of the goods or services to the Customer to the extent that any such claim arises as a result of the negligence of IAS Laboratories, its employees or agents.
- Independent Analytical Supplies Limited (I.A.S) warrants that the results as stated are accurate in so far as they relate to that sample as received and tested in the I.A.S. Ltd Laboratory. I.A.S. Ltd accepts no other liability or responsibility to any party whatsoever. In particular, but without prejudice to the generality of the foregoing. I.A.S. Ltd shall have no liability or responsibility whatsoever in respect of or in any way by reference to:
  - a) The taking of the sample, the accuracy of the sample or its suitability for the purpose(s) for which it is taken or applied, the designation, handling, storage or transport of the sample prior to its delivery to I.A.S Ltd Laboratory or its condition upon such delivery.
  - b) any (or any alleged) lack of competence, negligence, failure or breach of duty on the part of any person engaged in or responsible for any of the activities or functions referred to above, whether or not such agent is described as an Agent of I.A.S. Ltd or otherwise. All such persons shall be deemed to be agents of the person to whom the report is issued and not to be agents or representatives in any capacity is I.A.S. Ltd.
- In the event of any action, legal proceeding or claim by law, against IAS Laboratories or its promoters, IAS Laboratories expressly excludes liability for any consequential loss or damage or any loss of value, profit, business, revenue, goodwill which may arise in respect of or in any way reference to any report or analysis contained in any report, brochure or other document, whether prepared, published or issued by IAS Laboratories.
- IAS Laboratories will not attend or stand up in court over any projects for any tests that are carried out in its premises. Customers must inform IAS labs of any disputes that this may be potential or may be going to court before a quote is given. IAS Labs have the right at any given time to refuse to issue a quotation.
- IAS Laboratories will NOT be held responsible for results effected by taking samples incorrectly. As soon as samples are taken they must be brought to the lab immediately for analysis.

## Payment Terms

**Non Credit Account Holders: Payment must be made with samples**  
**Account Holders: Payment terms are strictly 30 days from date of invoice.**

- If the Customer shall fail to make payment in full on the due date the customer will be charged 2% interest fee of the total cost per day each day the sample is overdue.
- If payment is not made on account a debt collector will be employed by IAS Laboratories to collect the overdue payment.
- All transactions and payments will be made in EUR €.
- All orders must be accompanied by a purchase order or payment must be made with the samples prior to the commencement of work or with the delivery of samples to our premises.
- If samples are received without pricing agreed beforehand IAS Laboratories will charge standard pricing from the active/updated price list.
- Without prejudice to the foregoing IAS Laboratories may maintain an action against the Customer for any loss or damage suffered in consequence of the Customers failure to complete any Contract or make full payment of the price for the goods.
- For all new customer's payment will be requested prior to the release of results or reports. Payment in full will be due prior to the issuing of results or report.
- Where a third party supplier requests IAS Laboratories to carry out work on behalf of their client they must make payment in advance of the sample analysis.
- All invoices will accompany the certificates of analysis. Its up to the person who receives the results to send on the invoice to the appropriate department.
- If payment bounces, results will be held until payment is made in full.
- Payments can be made by cheque, credit card, debit card, or cash.
- For all correspondence please email [accounts@iaslabs.ie](mailto:accounts@iaslabs.ie)
- If a cheque bounces the customer will automatically be charged €10.00 including VAT as the bank will automatically charge IAS Labs.