

TERMS AND CONDITIONS

1. CWWTL agrees to provide testing services in accordance with:
 - (a) this Request Form (RF) and these Terms and Conditions, unless otherwise specially agreed in writing
 - (b) the Customer's specific instruction only, or of any other party authorized by the Customer;
 - (c) test methods and procedures considered by CWWTL to be appropriate based on the technical, operational and/or financial grounds.
2. CWWTL agrees to use reasonable diligence in the manner of performing the test services but no warranties are given and none may be implied directly or indirectly relating to CWWTL's test results and facilities. In no event shall CWWTL be liable for collateral, special or consequential damage, any error of judgment, fault or negligence of its officers or employees.
3. CWWTL agrees to keep test results confidential and releases results to parties other than the customer, only upon authorization by the latter, or if required by law.
4. Customer agrees to have the request done according to the stated schedule. No cancellation of jobs will be honored.
5. The Customer shall:
 - (a) ensure that instructions to CWWTL and other relevant information are provided in due time to enable effective performance of test services;
 - (b) supply, if required, any special equipment, tools, devices and personnel necessary for the performance of test services;
 - (c) provide access to CWWTL personnel on information or localities necessary for the contact of test services;
6. This contract is only for such samples and work as specified herein. Any other additions or amendments after acceptance will be separately chargeable.
7. Complaint, question or dispute that may arise by reason of the test service rendered by CWWTL shall be referred to an arbitrator or panel of arbitrators chosen by parties. Complaints or questions shall be given course only if it is in writing. The decision or recommendation of the arbitrator or panel of arbitrator shall be final and binding on the parties.
8. This contract shall in all respects be constructed and operate as a contract made in the Philippines and in conformity with laws obtaining in said jurisdiction.
9. Customer agrees on any deviation recorded on the contract. Customer understands that results may be compromised.

RELEVANT CWWTL POLICIES

Payments

10. Payments shall be made in FULL upon submission of sample.

Addition or Amendments to Test

11. Addition or amendments to test services shall be made within 24 hours. Supplementary Request Form (OP-007-F2) shall be accomplished by the customer. Item No.6 applies. Payments for the addition or amendment shall be paid in FULL before work proceeds.

Storage of Test Items

12. Tested samples shall be stored and retained for maximum of (a) seven days after completion of microbiological analysis and/or (b) one month after completion of physical and chemical analysis, except samples used entirely during test performance.

Test Results

13. The Customer must present this document (RF Customer's copy) when claiming the test result. In case of lost RF, the person who claims the test result must present a signed letter from the listed Customer, stating that such person is authorized to claim the test result.
14. Test Results are released upon presentation of this document (RF). Test Results are only issued once and "Certified true copies" can be issued only once thereafter. In case of lost RF, Item No.12 above applies.
15. The following entries in the Test Results cannot be changed:
 - (a) Date received/started/completed;
 - (b) Customer's sample designation/description;
 - (c) Customer's name/address.
16. Customer is given fifteen (15) calendar days after receipt of results to request for changes other than what has been identified in Item 14 above. Request must be made in writing. Changes on results of tests are all subject to retest.