

Terms and Conditions ("the Conditions")

1. Interpretation
 - 2.13 "BS Lab" means Bio Synergy Laboratories Sdn. Bhd.;
 - 2.14 "Client" means the person, firm or company to whom a Quotation is addressed or for whom any Services are carried out;
 - 2.15 "Confidential Information" means all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential;
 - 2.16 "Contract" means the contract for the supply of Services comprising the Quotation and these Conditions;
 - 2.17 "Price" means the price stated in the Quotation, or otherwise agreed with the Client together with all other sums due pursuant to the Conditions;
 - 2.18 "Quotation" means BS Lab's quotation which shall be subject to the Conditions save ""to the extent of any inconsistencies which will be resolved in favour of the terms ""of the Quotation;
 - 2.19 "Report" means any certificate, technical report, non-destructive test or inspection record, drawing, spreadsheet, recommendation, advice or the like issued by BS Lab in respect of a Service;
 - 2.20 "Sample(s)" means any material, item, product or compound supplied by the Client to form the basis of a Test;
 - 2.21 "Service(s)" means the service(s) (including, but not limited to, Tests, inspection, auditing, certification, consulting and/or calibration services) specified in the Quotation;
 - 2.22 "Test" means any testing, analysis, assay, inspection, sampling and sample preparation or the like specified in a Quotation.
2. General
 - 2.1 All Samples submitted to BS Lab for analysis shall be clearly identified with company name, person-in-charge, sample name, sample marking, parameter tested, specifications (if have) and mode of delivery the certificates of analysis.
 - 2.2 No other party is entitled to give instructions, mainly on the scope of Services or the delivery of Reports or certificates or billing to another party. Unless the Client provides prior written instructions or letters to BS Lab.
 - 2.3 All the analysis results and Reports performed by BS Lab shall be kept confidential by BS Lab and BS Lab shall not disclose such information to any unauthorised third party.
 - 2.4 All the analysis results shown in the certificates of analysis refer only to Sample(s) received and tested, such Sample(s) are retained for 30 days only or other shorter time period as the nature of the Sample permits and then disposed of at BS Lab's discretion after which BS Lab shall cease to have any responsibility for such Samples. Samples shall be returned to the Client only if prior instructions in writing in that regard are received by BS Lab and the Client shall be charged for all costs associated therewith.
 - 2.5 The Client shall provide sufficient information, instructions, and documents are given in due time to enable the required Services to be performed. The Client represents and warrants to BS Lab the completeness and accuracy of all documents and information supplied to BS Lab for the purposes of BS Lab fulfilling the Services, both at the time of supply and subsequently. The Client further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify BS Lab of this as soon as the Client becomes aware of it. The Client agrees to indemnify, keep indemnified and hold harmless BS Lab from and against all Losses which BS Lab may suffer or incur arising out of or as a result of:
 - a) any breach or negligent performance or failure in performance by the Client of the terms of the Contract;
 - b) breach of any law by the Client or BS Lab in connection with the performance of the Services; or
 - c) any claim threatened or made against BS Lab by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of BS Lab).
 - 2.6 Notwithstanding any other provision of these Conditions, the Client's liability under this indemnity shall be unlimited.
 - 2.7 The results and recommendations guaranteed herein are based upon our professionals and are believed to be accurate. Certificates of analysis are distributed without warranty, expressed or implied, and the person receiving them shall make his own determination of the suitability.
 - 2.8 Client shall procure all necessary access for BS Lab's representatives to the premises where the Services/monitoring/assessments are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performances of the Services.
 - 2.9 Client shall inform BS Lab in advance of any known hazards or dangers, actual or potential associated with any order or Samples or premises, for example presence or risks of radiation, toxic or noxious or explosive elements, environmental pollution or poisons.
 - 2.10 In the event of unforeseen problems or expenses arise in the course of carrying out the Services, BS Lab shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the Services. If the Client is required to terminate or canceled the analysis while the analysis has been carried out, BS Lab shall be entitled to payment or proportion of the Services actually carried out.
3. Disclaimer / Liability
 - 3.1 BS Lab shall not be liable to the Client and/or any third party whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of business, loss of market, loss of contract, damage to goodwill, loss of anticipated savings, loss of revenue, loss or damage incurred and/or any indirect or consequential loss howsoever caused.
 - 3.2 All Services are undertaken in good faith, to a reasonable standard of care and on a confidential basis. Reports are issued on the basis of information known to BS Lab at the time that the Services are carried out. Although BS Lab will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Client, its staff and on the information submitted to BS Lab. Save as required by law, no representation or warranty, whether express or implied or otherwise as to the accuracy of a Report is given by BS Lab. In consequence, all Reports are prepared on the basis that:
 - a) there is no responsibility to any person or body other than the Client;
 - b) they are not carried out for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;
 - c) they are determined solely by the professional analysis undertaken by BS Lab's staff on each individual Contract and any forecasts by BS Lab of the results is an estimate only;
 - d) BS Lab is entitled to be paid the Price irrespective of the results or conclusions reached in the Report;
 - e) the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Samples was taken; and
 - f) the results are final and approved by BS Lab. BS Lab shall be under no liability where the Client has acted on preliminary, unapproved results or advice.
 - 3.3 All time limits; if any, for the provisions of the Services are estimates and no undertaking is given to carry out the Services or to despatch any Report within any period of time. Time of performance of the Services shall not be of the essence to the Contract.
 - 3.4 BS Lab shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay on performing, of any failure to perform, any of BS Lab's obligations in relation to the Services, if the delay or failure was due to the any cause beyond the BS Lab's reasonable control. Without prejudice to the generality of the foregoing, causes beyond BS Lab's reasonable control shall include an Act of God, explosion, adverse weather conditions, flood, earthquake, tempest, fire, accident, war or threat of war, acts or threats of terrorism, sabotage, insurrection, riot, civil disturbance, requisition, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of BS Lab or of a third party), difficulties in obtaining raw material, labour, fuel, parts or machinery, power failure or breakdown or faulty or malfunction or defective in equipment or machinery.
4. Term of Payment
 - 4.1 For new client, advance payment must be made before sample testing.
 - 4.2 For existing client, a credit term of 30 days from invoice date will be given, subject to application and approval. In the event of non-payment by due date of the invoice, we reserve the right to charge late payment interest of 3% per month on overdue balances. Overdue balances may also be referred to debt collection agencies or other third parties for collection on our behalf and client shall be responsible for all additional collection cost thereby incurred.