



# THIN SECTION POSITIONING AND SUGGESTED MARKING OF SPECIMEN

## MARKING METHOD

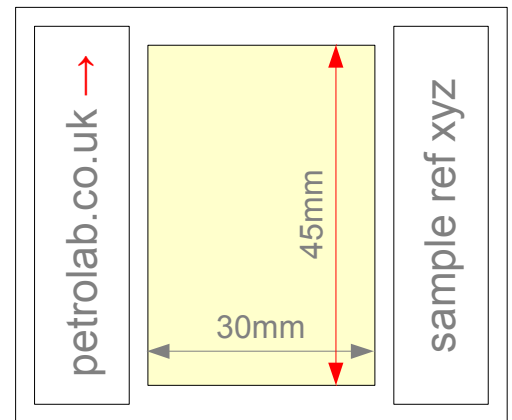
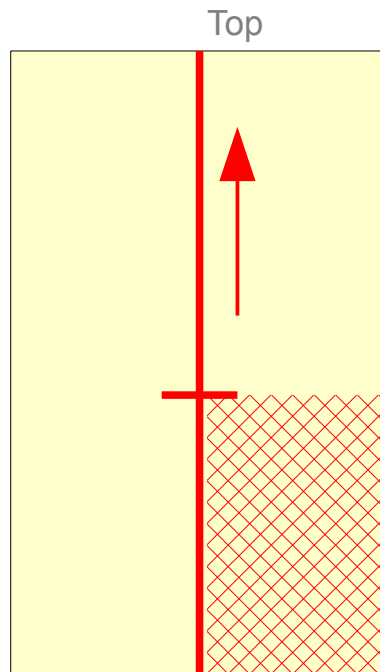
Mark preferred cut line for thin section (on both sides of specimen) and orientation arrow (if required). Hatch area(s) of no interest. Select a preference (if any) on the order form for the long side of the thin section to be parallel (P) or transverse (T) to the specimen's long axis.

If no sample markings are present then a thin section will be made from a non specified part of the specimen, either parallel or transverse to the long axis, with no orientation mark.

If it is not possible to mark the specimen then please provide a sketch showing the preferred positioning information.

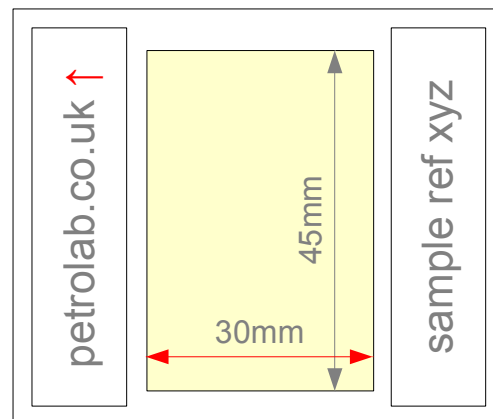
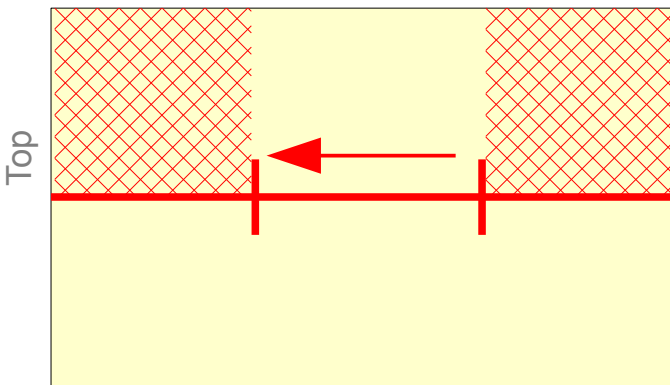
## EXAMPLE 1

Long side of section parallel (P) to long axis of specimen



Schematic side view of the specimen marked for section preparation from the top of the specimen and with the long side of the section parallel (P) to the specimen's long axis. Orientation arrow also marked.

## EXAMPLE 2 - Long side of section transverse (T) to long axis of specimen



Schematic side view of the specimen marked for section preparation from the centre of the specimen and with the long side of the section transverse (T) to the specimen's long axis. Orientation arrow also marked.

## A finished thin section



# Petrolab Limited

## Standard Terms and Conditions of Engagement

### 1 Definitions

- 1.1 **“Petrolab”** means Petrolab Ltd. (Company Number 4777735), C Edwards Offices, Gweal Pawl, Redruth, Cornwall TR15 3AE.
- 1.2 **“the Services”** means the scope of work, fees or unit prices, timescale, specification and other details of the services to be provided for the preparation, testing or analysis of samples or specimens set out in the Quote.
- 1.3 **“the Quote”** means the written document in which Petrolab sets out the details of the Services offered to the Client subject to the Standard Terms.
- 1.4 **“the Standard Terms”** means these standard terms and conditions of engagement.
- 1.5 **“the Client”** means the contracting party for whom the Services are performed by Petrolab.
- 1.6 **“Deliverable”** means any report, record, document, paper, drawing or other electronically held information in any form, produced or provided on behalf of Petrolab pursuant to the Services

### 2 Services

- 2.1 Petrolab will provide the Services, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.
- 2.2 Any offer of Services set out in the Quote will remain valid for acceptance for a period of 90 days from the date of the offer.
- 2.3 Acceptance of the offer must either be made in writing by the Client (for example the Client's Purchase Order) or, in the absence of a written acceptance, the receipt of samples or specimens from the Client for preparation, testing or analysis will be deemed as acceptance of the offer.
- 2.4 A contract for an engagement formed on the basis of the Quote and referencing the Standard Terms is governed only by the Standard Terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 2.5 Petrolab may subcontract the provision of preparation, testing or analytical services from appropriate service providers whose services Petrolab reasonably considers are necessary or appropriate to enable it to carry out the Services. In such circumstances, the reporting of results and interpretation, if any, will remain the responsibility of Petrolab.

### 3 Samples and Specimens

- 3.1 The Client is responsible, unless otherwise agreed, for the delivery of samples or specimens to Petrolab whom will hold any samples or specimens as agent for the Client whose property such materials will remain.

- 3.2 Petrolab reserve the right to charge for any additional handling of samples or specimens not expressly agreed in the Quote including:
- Pre-treatment, mixing, sub-sampling or combining to produce material suitable or required for the preparation, testing or analysis scheduled.
  - Handling of any heavy consignment of samples or specimens over 10 kg in weight at the rate of £13 + VAT per each additional 10 kg (or part thereof).
  - Return of excess quantities to the Client.
- 3.3 Excess samples or specimens from preparation, testing or analysis will be retained free of charge for 28 days following the issue of the prepared sample or specimen, or final Deliverable.
- 3.4 After 28 days following the issue of the prepared sample or specimen, or final Deliverable, or if samples or specimens have not been scheduled for preparation, testing or analysis after 28 days from receipt, samples or specimens may be disposed of without further notice to the Client.

### 4 Intellectual Property Rights

- 4.1 Copyright in any Deliverable prepared by Petrolab in connection with the Services will remain vested in Petrolab, but the Client has non-exclusive irrevocable transferable licence for the whole period for which copyright is to subsist without payment of further fee to use any Deliverable for the purpose for which it was prepared.

### 5 Fees and Payment

- 5.1 Fees charged as specified in the Quote, or as otherwise agreed, are due when invoiced.
- 5.2 Unless otherwise agreed in writing, the minimum fee charge is £100.00 + VAT.
- 5.3 Petrolab may issue a pre-payment invoice (in part or full) of the quoted fees on receipt of samples or specimens from the Client and the Client may be required to pay the invoice prior to Petrolab commencing the Services.
- 5.4 Petrolab may invoice for the Services on completion or monthly on an interim basis determined by the proportion of the Services completed.
- 5.5 The Client will pay Petrolab's invoices within 30 days of issue, or such other period as agreed in writing.
- 5.6 The Client, in addition to the fee, will pay to Petrolab VAT at the rate in force on goods and services supplied by Petrolab to the Client where such VAT is properly payable.
- 5.7 The Client will make payment in pound sterling (GBP) and it is the responsibility of the Client to pay any bank currency exchange charges if payment is not made in pound sterling by the Client.
- 5.8 Petrolab will be entitled to a credit charge of 2% per calendar month on any invoices that are not paid within 30 days of issue, or such other period as agreed in writing.
- 5.9 Petrolab is entitled to suspend the provision of the Services, and any agreed timescale will be automatically extended, if the Client fails to pay an overdue invoice when requested.

# Petrolab Limited

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### 6 Professional Indemnity Insurance

- 6.1 In respect of the Services provided under the Standard Terms, Petrolab will maintain professional indemnity insurance of £1,000,000 per claim and will endeavour to maintain such insurance, or similar insurance, for a period of one year from the date of the final Deliverable provided such insurance is available at commercial rates.
- 6.2 Petrolab will provide proof of insurance to the Client on request.

### 7 Liability Limitations

**Important: The fee at which the Services are provided is based on the following limitation of the liability of Petrolab, and the cost to it of insuring accordingly. The Client should effect additional insurance if the cover offered by Petrolab is considered insufficient.**

- 7.1 Nothing in the Standard Terms excludes or limits liability of Petrolab for death or personal injury caused by the negligence or fraudulent misrepresentation of Petrolab.
- 7.2 Subject to condition 7.1, Petrolab is not liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation arising from the engagement and the provision of the Services to the Client.
- 7.3 Subject to condition 7.1, the total liability of Petrolab (including any liability for the acts or omissions of its officers, directors, employees, agents, consultants and subcontractors) in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising from the engagement and the provision, or contemplated provision, of the Services under or in connection with the Standard Terms is limited to the total fee paid or payable for the Services.
- 7.4 Petrolab accepts no liability as to the adequacy or scope of work instructed by others. Petrolab will carry out the Services as instructed by the Client. Petrolab is not responsible for ensuring that the Services are sufficient for the purposes intended by the Client (Petrolab will nonetheless endeavour to assist the Client on such matters where requested).

### 8 Delays and Force Majeure

- 8.1 The Client will not hold Petrolab responsible or liable for any failure in the provision of Services, including delays, if such failure is caused by acts of God or acts or events beyond the reasonable control of Petrolab. Such acts or events include, but are not limited to, strikes, lock outs or other industrial disputes, war, riot, civil commotion, malicious damage, compliance of any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

### 9 Termination

- 9.1 The Client may terminate the engagement in the event of a material breach of the contract by Petrolab provided that written notice is first provided by the Client and that Petrolab agrees that it is a material breach and the material breach has continued unremediated for 14 days after written notification by the Client.
- 9.2 Petrolab may terminate the engagement in the event of a material breach of the contract by the Client provided that written notice is first provided by Petrolab and that the Client agrees that it is a material breach and the material breach has continued unremediated for 14 days after written notification by Petrolab.
- 9.3 Either party may terminate the engagement by immediate written notice if the other becomes insolvent or ceases, or threatens to cease, to carry on its business.
- 9.4 Petrolab will endeavour to meet the agreed timescale for the provision of the Services, however, time is not the essence of the contract and the Client will not be entitled to terminate the engagement solely on the basis of Petrolab's failure to comply with such terms.
- 9.5 Upon the termination of the engagement, Petrolab will be entitled to a proportion of the total fee calculated on a quantum merit basis.

### 10 Confidentiality

- 10.1 Unless separate provision relating to confidentiality are agreed in writing (in which case the provisions of such agreement will apply in lieu), neither party will disclose to any third party any information arising from the provision of the Services which is designated as confidential by either party, even after the end of an engagement. This obligation does not apply to:
- a) information known to the receiver before disclosure by the other party, or
  - b) information which becomes public knowledge without fault on the part of the receiver, or
  - c) disclosures made to the extent required by some applicable legal or regulatory requirement.

### 11 Third Parties

- 11.1 A person who is not a party to the engagement has no right to enforce any term of the contract and the Client and Petrolab do not intend that any third party rights are created by the engagement.
- 11.2 Any Deliverable provided to the Client does not confer or purport to confer on any third party any benefit or any right pursuant to the Contract (Rights of Third Parties) Act 1999.
- 11.3 The Client will indemnify Petrolab against any claims arising from third parties to whom the Client has made known any Deliverable.

### 12 Law

- 12.1 The Standard Terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.