



Terms and Conditions

GENERAL

MCE will provide the Services described on the MCE web site under "Failure Analysis for Free. Further work will be only be performed based on a quotation and agreement, based on Client request/s.

PROVISION OF SERVICES

MCE will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.

If the Client requires the Services to be performed to a specific standard or criteria, or requires detection limits and/or confidence intervals different to those inherent in MCE's standard testing methodology, then the Client must advise MCE of such needs prior to submission of samples.

The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the MCE Report and its contents. All data and MCE Reports relate to the information and images supplied only.

CONFIDENTIAL INFORMATION

1. All MCE IP will remain the property of MCE. MCE grants to the Client a world-wide, non-exclusive, royalty free licence to use MCE IP for the purpose agreed to between the Client and MCE to the extent that it is needed for the enjoyment and benefit of the provided service.
2. Neither MCE nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party. MCE and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
3. The MCE Report is issued on the basis of images, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless MCE for any claim whatsoever in relation to any MCE Report arising from unclear, erroneous, incomplete, misleading or false information provided to MCE.
4. The Client grants MCE the right to utilise images for instructional purposes without disclosure of the source of these to protect Client confidentiality.
5. Each MCE Report:
 - a. contains MCE's results and opinions (if provided) on those components or specific materials only;
 - b. Is solely for the benefit of the Client.
 - c. Is prepared at the request of the Client for the purpose agreed between the Client and MCE, and the Client may disclose the report to a third party for that purpose only, but MCE does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.

6. The Client indemnifies MCE against any claim made against them by third parties arising out of either the disclosure of any MCE Report, whether directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any MCE Report.
7. The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the MCE Report will be determined by the Client. MCE will not be liable to the Client or any third party for any action or inaction of the Client in response to any MCE Report.

