

STANDARD CONDITIONS OF CONTRACT

GENERAL

- 1 All quotations given or order accepted by GEOLABS Limited are subject to the terms and conditions set out herein and all other conditions, warranties and representations whether expressed or implied, in writing or otherwise are hereby excluded.
- 2 1) The "Client" shall mean any person, firm or company requesting the services of the Company whether or not the Client is acting for or on the instructions of another party.
2) The "Company" shall mean GEOLABS Limited, its employees and authorised agents.
3) The "Contract" shall mean the Contract concluded between the parties hereto, in respect of the Project which is in accordance with these conditions.
4) The "Project" shall mean all work carried out and services provided to or on behalf of the Client by the Company.
5) "Project Documents" shall mean all drawings, reports, specifications, bills of quantities, calculations, test certificates, and all other documents prepared or provided by the Company or the Client in connection with the Project.
- 3 1) No modification to or variation of any quotation or order shall be deemed to have been accepted by the Company or form part of any Contract between the Company and the Client unless the Company has specifically and expressly accepted the same in writing.
2) All quotations submitted by the Company shall unless previously withdrawn be open for acceptance for a period of 90 days from the date of such quotation.
- 4 **STANDARD OF SKILL, MATERIALS AND WORKMANSHIP**
The Company shall exercise all reasonable skill and care in carrying out the Project, but no other standard of skill or care shall be expressed or implied or be imposed by law or otherwise.
- 5 **DELIVERY AND COMPLETION DATES**
Whilst the Company will use its best endeavours to comply with all delivery and completion and other times or dates that may be specified in any quotation such dates are not guaranteed or deemed to be of the essence of the Contract and the Company shall not be liable for any loss or damage (including consequential and indirect loss or damage) arising from any delay or failure to complete the Project, at or within the dates or times as specified, for any reason or cause whatsoever.
- 6 **DELAYS**
1) Where any information, drawings, documents, materials or samples of any kind are required by the Company from the Client or his agent in order to carry out the Project, these shall be provided within the 28 days of acceptance by the Company. Failure to supply the above within the 28 day period may result in a variation of the fee to be charged.
2) Where for any reason or cause whatsoever, which is outside the reasonable control of the Company, the performance of the project is delayed for a period exceeding 14 days, then the Company reserves the right to amend the fee to take account of all such delay.
3) Where the Company undertakes a Project where it is necessary or desirable to carry out any surveys, tests or other work of any kind whatsoever, either all the premises or site of the Client, or at such other place as may be necessary in order to complete the Project, the Company shall be given complete and unhindered access at all times to any such premises, site or other place as it shall request and in the event that it should be prevented, refused or otherwise delayed from obtaining such access either by the Client or any third party, then the Company reserves the right to adjust the fee by such an amount as the Company considers reasonable to take full account of the period of non access.
- 7 **PRICES AND FEES**
1) Without prejudice to the provisions of conditions 6, the Company reserves the right to adjust the fee:-
i. if between the date of acceptance by the Client of the Company's quotation and the date of completion of the Project, there are any variations in the cost of materials, labour (including professional staff), transport or any other element whatsoever which may directly or indirectly affect the cost of the execution of the Project, or in any taxes, levies and duties which may be imposed thereon.
ii. if the execution or completion of the Project proves to be unexpectedly dangerous or harmful to the Company's personnel or equipment.
iii. the client requests a variation to the total Project.
2) Where payment has been quoted and agreed by reference to an hourly or similarly fixed rate, then payment shall be due in respect of all such hours (or similarly fixed rates) that the Company has been available to carry out the Project regardless of the hours actually worked, except where due solely to the default of the Company when payment shall only be made in respect of the hours (or similarly fixed rate) actually worked.
- 8 **PAYMENT**
1) All payments shall be made strictly in accordance with the payment provisions contained in or referred to in the Contract.
2) The Company reserves the right to submit, at its discretion, periodic interim invoices during the performance of the Project but which shall be for a period of not less than 14 days.
3) Where the Client disputes the amount quoted on any interim or final invoice submitted by the Company, then it shall notify the Company within 7 days of receipt, as failure to do so will result in its being liable to pay the Company the amount stated thereon.
4) Unless previously agreed in writing beforehand, all invoices shall be paid within 30 days of date of invoice and the Company reserves the right to charge Late Payment Fees in Accordance with The Late Payments of Commercial Debts Regulations 2002 including interest at the rate of 8.5% and compensation arising from the late payment under section 5A of the Late Payments of Commercial Debts (Interest) Act 1998 on all overdue accounts.
5) Unless otherwise expressly agreed in writing all payments shall be made in Pounds Sterling.
- 9 **CONFIDENTIAL INFORMATION**
1) Unless otherwise authorised by the Client, the Company will use its best endeavours to keep the following confidential to the Client and the Company.
i. All Project Documents issued to the Company.
ii. All specific data obtained by the Company from work carried out for and financed by the Client.
iii. All information concerning the business operations and manufacture and processes of the Client which is made known to the Company by the Client.
2) The Client specifically undertakes that its servants and agents will keep confidential and will not publish or otherwise use any information that may be acquired relating to the Company's activities.
3) The Company retains the right to use in any other work, any new experimental technique, apparatus, knowledge and experience developed or gained in the course of work for the Client or describe the same in published papers, provided that data and specific results obtained for the Client and its identity are not quoted without its permission.
- 10 **TITLE**
Title to all Goods supplied shall not pass to the Client until the Company has been paid in full (whether under this or any other Contract). Further if the Client shall incorporate the Goods into any other goods then the title in these other goods shall also belong to the Company until payment in full of the outstanding sums. The Client may however, sell the goods but the proceeds of sale shall belong to the Company to whom the Client shall account on demand.
- 11 **PATENTS**
Unless expressly provided for by other arrangements with the Client, the Company reserves the right to apply on its own behalf for patent protection at the expense and for the benefit of the Company for processes, inventions, discoveries or improvements developed or emerging in the course of work for the Client. If the Client instructs the Company to undertake work which infringes the patent or other industrial property rights of any third party, the Client shall indemnify the Company in full in respect of all liability, damages, costs and expenses whatsoever incurred as a result thereof.
- 12 **COPYRIGHT**
All rights or copyright in all documents provided by the Company for the Project shall remain vested in the Company. The Client shall not make copies, publish or disclose the contents of such documents or extracts thereof to any third party without the Company's prior written consent which may be refused at its discretion.
- 13 **LIABILITY**
The Company's total liability arising in connection with the performance of the Project whether in contract, tort or otherwise shall be limited as follows:-
1) Where Goods are supplied by the Company it shall at its option replace or repair free of charge or refund the price of the Goods which are proved to the Company's satisfaction to be defective solely through faulty materials or workmanship of the Company, provided that the Client shall have given the Company 7 days written notice of the defects becoming apparent and provided further that the Company's liability hereunder shall cease upon the expiry of 6 months from the date of delivery and further all claims for loss (including profit) or damage (whether consequential indirect or otherwise) are hereby excluded and the Client indemnifies the Company accordingly.
2) Where the Company has failed to provide the standard of skill and care specified in Condition 4 hereof in connection with the Project then the Company's liability shall be limited to refunding that proportion of the total payments due under the Contract that the services supplied in connection with the Project (and in respect of which the Company has been in breach of Condition 4 hereof) bear to the total services to be provided in connection with the Project or at the Company's option to carrying out the said services. In addition the Company's total liability in respect of all claims for consequential and indirect loss or damage arising as a result of its failure under this sub-clause shall be limited to a maximum of 10 times the total fee charged under the Contract subject to an overriding maximum of £10,000. Further the Company's liability howsoever arising shall cease six years from the date of completion of the Contract.
3) If the Client requires that amount specified in sub-clause (2) hereof to be increased for any reason he should consult the Company without delay to agree the amount of such increase and the amount of the additional fee payable to the Company in respect thereof.
- 14 **FORCE MAJEURE**
Where the Company is prevented from carrying out the Project for any reason or cause which is beyond its reasonable control, including but not limited to strikes, lockouts, pickets, shortages of suitably skilled labour, transport, acts of government or official agents, civil or otherwise or military, unlawful acts of third parties, war whether civil or otherwise and whether declared or not, then the Company shall be entitled to terminate the Contract and the provisions of Condition 15 shall apply.
- 15 **TERMINATION**
The Company shall be at liberty (without prejudice to any other rights it may have) to terminate the Contract forthwith for any of the following reasons:-
1) Non payment by the Client of any one or more invoices submitted by the Company,
2) Suspension of the Contract by the Client for a period exceeding one month.
3) Other substantial breach of the Client's express or implied obligations hereunder.
4) Where the conditions in which the Company is required to carry out any part of the Contract are hazardous or otherwise unsafe.
5) The appointment of a Receiver commencement of winding-up proceedings (including meeting of creditors) or the presentation of a bankruptcy petition of the Client. Immediately upon termination, the Company shall be entitled to the immediate payment for all work carried out either in connection with the Project or the supply of the Goods, together with all incidental costs relating thereto, and the Company reserves the right to charge a disruption fee.
- 16 **CANCELLATION**
The Company will not accept the cancellation of the Contract in the absence of specific agreement in writing to that effect and any such cancellation shall be subject to such terms and conditions as may be imposed by the Company.
- 17 **CLIENTS INDEMNITY**
The Client hereby indemnifies the Company against all claims, demands or proceedings in respect to all injuries to personnel or loss and damage to property as a result of the Company carrying out the Contract, either within an area under the Client's control or acting upon information or using materials supplied by the Client or persons on their behalf.
- 18 **ARBITRATION**
Any dispute or difference arising out of or in connection with the Contract between the Company and the Client shall be settled in accordance with the rules of Conciliation and Arbitration of the Institute of Arbitration.
- 19 **JURISDICTION**
Every Contract to which these conditions apply shall be deemed to be subject to English law.