

CambsQuality®

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CambsQuality Ltd. - Terms and Conditions for Supply

Issue Date 5th October 2009

1. Interpretation

For the purposes of the Contract the terms listed below shall have the respective meanings ascribed thereto:

"The Client" means the person, firm or company with whom the Contract is made.

"CambsQuality" means the CambsQuality Ltd. quality consultancy of Cambridge in Cambridgeshire, United Kingdom and its assignees and successors in title.

"The Contract" means this document, once acceptance of the offer to purchase services has been notified to CambsQuality in accordance with Clause 2.4 below.

"The Services" means the services specified on the Acknowledgement of Order Form.

"The Advance Payment" shall mean the amount required to be paid in advance by the Client when submitting an order under Clause 2.4.

2. General

- 2.1 All quotations are made and all orders are accepted subject to these conditions. These conditions override and exclude any other terms stipulated or referred to by the Client whether oral, written or under any course of dealing between CambsQuality and the Client unless the contrary is expressly agreed in writing by CambsQuality.
- 2.2 The written contract comprised by CambsQuality's quotation (incorporating these conditions), any agreed special conditions, the Client's order and any CambsQuality confirmation of order constitute the entire agreement between CambsQuality and the Client and may only be varied in writing signed (in the case of CambsQuality) by its proprietor. All previous verbal or written negotiation or representations by or on behalf of either CambsQuality or the Client are superseded.
- 2.3 In these conditions 'Services' means work carried out by CambsQuality for the Client, and includes all preparatory research, CambsQuality's investigation and enquiries and the preparation and completion of the (when appropriate) Consultancy Report.
- 2.4 CambsQuality reserves the right to refuse orders. In this event any advance payment made by the Client shall be returned forthwith.
- 2.5 The contract is only assignable with the written agreement of both the client and CambsQuality.
- 2.6 Information contained in CambsQuality's advertising literature is provided for general guidance only.

3. Completion of the Services

- 3.1 Unless specifically agreed in writing, any date for completion of the Services specified by CambsQuality is an estimate only and any failure to complete the Services by that date shall not constitute a breach of contract or negligence, nor shall CambsQuality be liable for the consequence of delay.
- 3.2 CambsQuality will promptly notify the client of any matter or circumstance, which is likely to cause delay in the completion of the Services.

4. Price

- 4.1 The price quoted by CambsQuality is based upon CambsQuality's rates that operate at the date of quotation. CambsQuality reserves the right to revise the contract price to take account of increases in costs beyond its control.
- 4.2 In the event of any alteration being required by the Customer in the terms, criteria, basis or duration of the Services or if any variation is (in the opinion of CambsQuality) necessary to complete the Study, CambsQuality shall be entitled to make an appropriate adjustment to the correct price corresponding to such alteration or variation.
- 4.3 In addition to the Contract price the Client will reimburse CambsQuality all expenses reasonably incurred by CambsQuality, its employees and agents, in the carrying out and completion of the Services.
- 4.4 Should the Client wish to employ any employee of CambsQuality on a direct basis, then such action will constitute a purchase and would be subject to a commission payment. Such commission shall be negotiable and based upon an agreed percentage of the annualised salary.

5. Payment

- 5.1 For services completed wholly or mainly within the United Kingdom, CambsQuality may submit invoices on a monthly basis, and the Client shall make full payment within 28 days of issue of an invoice. The balance of the contract price shall be paid by the Client 28 days after CambsQuality's final report is presented to the Client.
- 5.2 Time of payment shall be of the essence and failure to make any payment to CambsQuality on the due date shall entitle CambsQuality at its option to:
 - 5.2.1 Treat the contract as repudiated and act accordingly; and/or
 - 5.2.2 Cancel the delivery of any undelivered Services whether under this or any other contract.
- 5.3 For a Service completed wholly or mainly outside the United Kingdom, payment shall be made as follows:
 - 5.3.1 Thirty per cent (30%) of the contract price shall be payable to CambsQuality at the date of the contract; and
 - 5.3.2 The balance of the contract price shall be made by irrevocable letter of credit opened by the Client in favour of CambsQuality and confirmed by a United Kingdom Bank acceptable to CambsQuality against presentation of documents as specified in the offer.
- 5.4 Interest is chargeable on all overdue accounts in accordance with the rules of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Documentation

- 6.1 Copyright in all documents prepared by us shall remain vested in us. As beneficial owner we grant the client a royalty-free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion or termination of our obligations under this Contract or any dispute hereunder) to use and to reproduce any documents contained in them which have been or are hereunder provided by us in the course of performing our obligations under the Contract and such other purposes as are reasonably foreseeable. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties.
- 6.2 The client will not hold us liable for any use they may make of such documents for any purpose other than that for which they were originally provided by us and such other uses as are reasonably foreseeable, unless we authorise such use. We warrant that in any event their use in connection with the Contract will not infringe the rights of any other person.
- 6.3 The royalty-free non-exclusive licence to use the documentation produced under the contract becomes the property of the client when all payments under the contract have been received from the client.

6.4 Any amendments to the documentation, required by the Client to bring the documentation in line with its specific operating procedure, are the responsibility of the Client.

7. Termination

7.1 The contact may be terminated:

7.1.1 Forthwith by CambsQuality if the Client fails to pay any sum due under the contract within 14 days of the due date for payment.

7.1.2 Forthwith by either party if the other commits any material breach of any term of the contract (other than one falling within 7.1.1 above) and which (in the case of breach which is capable of being remedied) shall not have been remedied with 7 days of a written request to remedy the same.

7.2 Any termination of the contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the contract and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any term which is, expressly or by implication, intended to come into or continue in force on or after termination. Without prejudice to the generality of this provision CambsQuality shall be entitled to be paid for all work done and all expenses incurred up to the date of termination, and payment shall be due on termination.

8. Non-Solicitation

8.1 The Client undertakes that during the carrying out of the Services and for the period of 12 months following its termination or expiry it will not directly or by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of CambsQuality to leave his employment.

9. Provision and Acceptance

9.1 The Client shall give CambsQuality all necessary assistance to enable the provision of the Services.

9.2 Once the Services have been accepted the Client shall, if required by CambsQuality, sign a formal acknowledgement of acceptance.

10. Liability

10.1 Subject to the Unfair Contract Terms Act 1977 and its amendments, all implied terms, conditions and warranties are excluded and CambsQuality's liability in relation to any claim (whether for breach of contract or in tort) shall not, in any circumstances, exceed the contract price.

10.2 Except in respect of personal injury or death caused by CambsQuality's negligence, CambsQuality shall not be liable to the Client by reason of any representation or implied term, condition or warranty, or any duty at common law or under statute, or under terms of the contract between CambsQuality and the Client for any consequential loss or damage (however caused arising from or in connection with the Study)

10.3 All advice and information given by CambsQuality to the Client (in whatever form and whether printed, written or verbal) is given without liability or responsibility on the part of CambsQuality and its employees.

10.4 CambsQuality accepts no responsibility to the Client or to any third party for the whole or any part of such advice and information, and the Client shall indemnify CambsQuality against any liability, claim, loss, damage, costs or expenses arising out of any third party relying upon it.

11. Rights on Customer's Default or Insolvency

11.1 Without prejudice to any other rights, which it may have against the Client, CambsQuality may rescind the contract or suspend performance of it, in whole or in part in any of the following circumstances:

- 11.1.1 If any sum is due from the Client to CambsQuality under the contract (or on any other account) but is unpaid; or
- 11.1.2 If the Client is in breach of any provision of the contract or,
- 11.1.3 If the Client becomes bankrupt or insolvent or enters into any composition or arrangement with the Client's creditors, or in the event of a resolution being passed or proceeding commenced for the liquidation of the Client (other than for a voluntary winding-up for the purpose of reconstruction or amalgamation), or if the Receiver, Administrative Receiver and/or Manager is appointed over all, or any part, of the Client assets or undertaking.

12. Assistance

- 12.1 The Client shall nominate a representative to liaise with CambsQuality in its performance of the Services.
- 12.2 The Client shall give to CambsQuality, and shall procure that its nominated representative and other employees, agents and relevant persons give to CambsQuality, such advice and assistance (including the provision of documentation and access to the Client's premises), as CambsQuality requires to perform and complete the Services.

13. Force Majeure

- 13.1 CambsQuality shall be under no liability if it is prevented from, or delayed in, carrying out the whole or any part of the contract for any cause beyond its control.

14. Waiver

- 14.1 No failure by CambsQuality to enforce, or require strict compliance of, any term of the contract shall constitute a waiver thereof, nor any subsequent breach of the same or any other provision.

15. Invalidity and Severability

- 15.1 If any of these conditions shall be found by any court or administrative body of competent jurisdiction to be (in whole or in part) invalid or unenforceable that invalidity or unenforceability shall not affect the other conditions (or the remainder of the same condition) which shall continue in full force and effect.

16. Ruling Law

- 16.1 These terms and conditions and any contract are subject to English Law and the jurisdiction of the English Courts.

17. Cancellation

- 17.1 No cancellation by the Client is permitted unless expressly agreed by CambsQuality in writing, in which event a cancellation charge of 30% of the contract price of the Services shall apply. Where an Advance Payment has been made such cancellation charge shall be deducted from the Advance Payment and the balance returned to the Client.