

Terms and Conditions

STANDARD TERMS AND CONDITIONS OF SUPPLY OF SERVICES BY ISQA LTD

1. Included in these terms and conditions the following words will have the meanings detailed below and cognate expressions should be construed accordingly.

1.1 'Services' means the services which the Supplier agrees to provide to the Customer.

1.2 'Supplier' means ISQA Ltd.

1.3 'Customer' means the person / persons / company who place an order with the Supplier for the supply of services.

1.4 'Contract' means the contract for the supply of services by the Supplier to the Customer.

1.5 'Conditions' means the terms and conditions detailed below which will govern the supply of services.

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2.1 All quotations, offers and tenders are made and all orders are accepted subject to the Conditions which shall be incorporated into each Contract.

2.2 Neither the Customer nor the Supplier will be bound by any variation, waiver of, or any addition to the Conditions set down except as agreed by both parties in writing and authorised by way of signature. The Supplier may unilaterally redefine the Conditions prior to a new contract commencing.

2.3 Any clerical or typographical errors or omissions in any price list, acceptance, quotation or invoice or any other documentation issued by the Supplier will be subject to correction without liability on the part of the Supplier.

2.4 These Conditions, together with any document agreed by the Supplier pursuant to Clause 8.1, constitute the entire Agreement between the Supplier and the Customer for the Services and, except as otherwise provided in these conditions, all other terms, conditions and warranties are excluded. The Customer acknowledges that it has not relied on any statement or representation made by the Supplier that is not expressly set out in the Contract.

2.5 Any terms and conditions used by the Customer in the course of its business will not apply to the Contract.

2.6 Material provided by the Supplier which may include but not be limited to designs, drawings, descriptions, specifications and business processes in relation to the Services provided are approximate and will not form part of a Contract and the Supplier reserves the right to incorporate modifications or amendments into the Services as and when necessary.

2.7 The Customer will be responsible to the Supplier for ensuring the accuracy of all terms appropriate to any order or other material submitted by it or on its behalf and for giving the Supplier all necessary information, facilities, accommodation, access to its premises and assistance from its staff within a sufficient time-frame to allow the Supplier to perform the Service.

2.8 The Customer will be responsible for ensuring that all of the Customer's premises and property to be used in performance of the Services by the Supplier is safe and suitable for the intended use, complies with all relevant health and safety and other legislation and is adequately served with all required public utilities.

2.9 The Customer will at all times during the provision of the Services carry adequate all risks cover of its business and property.

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3.1 The Supplier will perform the Services using reasonable skill and care.

3.2 The Supplier will at all times use its reasonable endeavour to supply the Services in accordance with the timescale agreed in the Contract, but such timescales are estimates only.

3.3 The Supplier will not be liable to the Customer for any loss or damage suffered directly or indirectly by the Customer resulting from any delays in the provision of Service however arising.

3.4 The Supplier will have no liability to the Customer in the event of non-supply or non-provision of the whole or any part of the Services caused directly or indirectly by any cause beyond the Supplier's reasonable control, including failure of the Supplier's contractors or manufacturers to execute or their delay in executing any work, whether such cause existed on the date when the Contract was made or not.

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4.1 The Customer will without exception unless otherwise agreed in writing ensure that all invoices for services provided by the Supplier are paid in full without set-off in UK Pounds Sterling within 30 calendar days end of month of the invoice date.

4.2 The Customer shall pay any bank charges associated with the transfer of funds, ensuring that the Supplier receives the entire invoiced amount.

4.2.2 The Supplier is entitled to interest on any unpaid debt from the due date until payment is received at the rate of 10% per annum above The Llyods TSB bank base rate prevailing from time to time. In addition to this, if there is a requirement to process any payments overdue onto a third party debt recovery agency then any costs incurred by the agency will also be added to a final amended invoice for recovery, prior to the process commencing.

4.3 The Supplier will be entitled to deliver interim invoices for Services supplied in respect of distinct and separate periods of work, or in respect of each period of one week or one calendar month.

4.4 Invoices will be deemed to be accepted by the Customer in every respect if unchallenged in writing for a period of 14 calendar days after the date of invoice. If the Customer gives notice to the Supplier of the defect in the quality of the service provided and the Supplier is agreed that a defect exists and was not caused in any way by circumstances outside the Supplier's control the Supplier will at its sole discretion either remedy the defect or issue a credit note to the Customer for part or all of the value of the invoice concerned.

4.5 All invoices will be calculated on the following basis unless agreed in writing to the contrary and will in the main be based on the Suppliers' hourly rates:

4.5.1 The amount of labour time used through the duration of the supply of Services including waiting time for any reason beyond the Supplier's control;

4.5.2 The applicable cost of purchase or usage of tools and machinery or materials during the supply of the Services provided;

4.5.3 Any incurred cost for accommodation, mileage and travel time or relevant associated expense that has prior agreement from COMPANY or CLIENT ;

5 The terms of condition are in lieu of all conditions, warranties and statements of whatever nature in respect of the Services whether express or implied by statute, trade, custom or otherwise and any such condition, warranty or statement is excluded.

5.1 If the Supplier fails to provide the Services with reasonable skill and care, it will be liable to perform the relevant part of the services again free of charge or at its sole discretion to issue a credit note to the Customer for the invoiced cost of the relevant part of the Services

5.2 The Supplier shall not be liable for any defect arising from compliance with any drawing, design, specification or order of the Customer.

5.3 The Supplier will not be liable for the following loss or damage in contract or tort or otherwise, even if foreseeable or in the Supplier's contemplation and whether arising directly or indirectly from the negligence of or breach of contract by the Supplier or any party for whom the Supplier is vicariously liable:

5.3.1 Loss of profits, business, revenue use, anticipated savings, goodwill or reputation whether sustained by the Customer or any other person or persons or Company;

5.3.2 Special, indirect or consequential loss or damage, whether sustained by the Customer or any other person or persons or company;

5.3.3 Any loss arising from any other claim made against a Customer by any other person or persons or company.

5.4 If the Supplier causes loss or damage to any real or physical property due to its negligence or malicious act or omission it shall be liable to the Customer up to £1,000,000 per claim.

5.5 Nothing in these Conditions shall be deemed to exclude or restrict any liability for fraud or for death or personal injury caused by the Supplier's negligence

5.6 The Customer will indemnify the Supplier against all claims, actions, costs, expenses including court costs and legal fees or any other liabilities in respect of:

5.6.1 Any liability arising under the Consumer Protection Act 1987 unless caused by the proven negligent act or omission of the Supplier;

5.6.2 Any claim for breach of industrial and/or intellectual property rights arising out of compliance with any specification of order of the Customer;

5.6.3 Any breach of contract or negligent or wilful act or omission of the Customer in relation to a contract.

6 Any payments made by the Customer generally on account and not otherwise appropriated or clearly defined against a specific invoice by the Customer will be appropriated by the Supplier to unpaid invoices in their historical value beginning with the oldest as full or partial payment.

7 Each supply of Services will operate as a separate Contract but will be governed by the Conditions once the Conditions have been received by the Customer. Should the Customer fail to pay the price of any supply of Services in accordance with the Conditions or should the Supplier receive any information about the Customer which the Supplier in its absolute discretion considers to be of an adverse nature the Supplier will be at liberty to suspend further provision of the Services or to vary by notice in writing with immediate effect the terms, if any, as to credit specified in the Contract or any other contract existing between the Supplier and the Customer or any associated company in such manner as the Supplier may, in its absolute discretion, determine or, in the event of late payment, to treat the Contract as wrongfully

repudiated by the Customer without prejudice to the Supplier's right to timely payment for all services supplied and to damages for the Customer's breach of contract.

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8.1 The scope of the Services for each Contract will be set out in a containment control sheet and / or other documents agreed by the Supplier. Each party shall be deemed to have agreed to the Contract if they have done any of the following:

8.1.1 Physically signed the Contract, whether the Supplier is in possession of the original or a faxed copy

8.1.2 Authorised the Supplier to use their electronic signature on any individual Contract or set of Contracts conforming to a particular set of parameters

8.1.3 Authorised the Contract by email

8.1.4 Given the Supplier a purchase order number

8.2 The Customer and the Supplier may request a change to the Services. Any such request shall be in writing. Either party shall have the right to reject any such change, but will not exercise such right unreasonably.

8.3 The details of any agreed change and any revision to the fees, timetable and containment control sheet or other relevant document will be agreed in writing prior to the implementation of the change.

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9.1 All intellectual property rights (including know how and confidential information) ("IP") owned by each party at the start of the Contract will remain the property of that party.

9.2 All IP generated by the Supplier in performance of the Services will belong to the Supplier. If the Customer enters into a suitable commercial contract with the Supplier the Customer may use such IP but strictly for its own internal purposes.

10 The Customer undertakes with the Supplier that it will not either during the currency of the contract or for a period of 6 months after the termination of the Contract without the prior written consent of the Supplier whether by itself, through agents or otherwise and whether on its own behalf or on behalf of any other person, firm or company directly or indirectly employ or engage or Endeavour to employ or engage any person who during the currency of the Contract carried out any part of the Services or associated management and administrative tasks at the Supplier on behalf of the Supplier for the Customer. If the Customer does not comply with the Conditions in this regard the Customer must pay the Supplier an amount equating to 10% of gross salary (or contact) for the relevant member or members of staff of the Customer which will be due on the date the member or members of staff leave the employ of the Supplier. See document ISQA011 Recruitment Terms and Conditions for further information.

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11.1 Each party will hold in confidence, use only for the purposes of the Services and not disclose to any third party Confidential Information of the other. "Confidential Information" means any document, material, idea or data or other commercially sensitive information received by one party from the other or with the authority of the other which relates to research and development, trade secrets or business affairs or which is marked as confidential.

11.2 "Confidential Information" does not include any document, material, data or other information which either party can show (1) was known to it under no obligation of confidence, at the time of disclosure by the other, or (2) became publicly known through no wrongful act by it, or (3) was lawfully obtained by it from the third party who in making such

disclosure breached no obligation of confidence to the other, or (4) was independently developed by it, or (5) was disclosed by the other to a third party under no obligation of confidence

12 If the Customer shall become bankrupt or shall be deemed to be unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986 or shall compound with its creditors or if a resolution shall be passed or proceedings commenced for the administration or liquidation of the Customer, or if a receiver manager or administrator shall be appointed of all or any part of its assets or undertaking, the Contract will immediately determine without prejudice to the Supplier's right to payment of the value of Services supplied and any damages it might suffer as a consequence of such determination notwithstanding that such determination may have been implemented by the Supplier

13 The rights of the Supplier will not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach will operate as a waiver of any subsequent breach.

14 The Customer will not assign its rights under any Contract without the prior written consent of the Supplier.

15 If the Conditions or the Contract shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by valid provisions corresponding as closely as possible with the void provisions.

16 These Conditions and all Contracts will be governed by and construed in accordance with the laws of England and the courts of England will have exclusive jurisdiction over any disputes arising out of or in any way connected with the subject matter of this Contract (in contract, tort or otherwise). These terms and conditions of supply are strictly private and confidential.