

David Grinter Associates Ltd - Terms and Conditions

Definitions and Interpretation

Parties - means the parties to the contract which are the Client and David Grinter Associates Ltd;

Client - means the person or company for whom David Grinter Associates Ltd has agreed to provide the specified Consultancy / Technical Service and or Inspection Services in accordance with these Conditions;

Specified Consultancy/Technical Service - means the service to be provided by David Grinter Associates Ltd for the Client and referred to in the Specification;

Specification - means the details of the Specified Consultancy / Technical Service and or Inspection Service requested by the Client and agreed to by David Grinter Associates Ltd;

Conditions - means David Grinter Associates Ltd standard terms and conditions for the supply of consultancy / technical service and or inspection services set out in this document;

Special and Overriding Terms and Conditions - means any additional terms and conditions included in the Specification that are in addition to and/ or override these Conditions.

Contract - means the Specification, together with these Conditions and any Special and Overriding Terms and Conditions for the provision of the Specified Consultancy / technical service and or inspection services;

Contract Period - means the time to complete the Specified Consultancy / technical service and or inspection services stated in the Specification.

Price - means the price or fee to be paid by the Client to David Grinter Associates Ltd for the Specified Consultancy / Technical Service and or Inspection Services;

Additional Charges - means any additional costs incurred by David Grinter Associates Ltd as a result of specification variations or the actions or inactions of the Client or its agents for which David Grinter Associates Ltd will be reimbursed by the Client;

Document - includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, film, negative, tape or other device embodying visual images and any disc, tape, flash drive or other device embodying any other data;

Input Material - means any Documents or other materials, and any data or other information provided by the Client to David Grinter Associates Ltd relating to the Specified Consultancy / Technical Service and or Inspection Service;

Output Material - means any Documents or other materials, and any data or other information provided by David Grinter Associates Ltd to the Client relating to the Specified Consultancy/Technical Service and or Inspection Service;

Key Personnel - means any key personnel named in the contract;

Working Day – means any day apart from Saturday, Sunday or public holiday in England & Wales.

David Grinter Associates Ltd (registered in England and Wales, number 87789467) whose registered office is at 24 Brecon Walk, Southville, Cwmbran, South Wales. NP44 3QF

1. SUPPLY OF THE SPECIFIED CONSULTANCY SERVICE

1.1 David Grinter Associates Ltd shall provide the Specified Consultancy Service to the Client subject to these Conditions and any Special and Overriding Terms and Conditions. Any changes or additions to the Specified Consultancy Service, the Specification, the Conditions or any Special and Overriding Terms and Conditions must be agreed in writing by David Grinter Associates Ltd and the Client.

1.2 No terms or conditions endorsed upon, delivered with or contained in the order or similar from the Client shall form part of the Contract.

1.3 In the event of any ambiguity or conflict arising between these Conditions and any Special and Overriding Terms and Conditions, the Special and Overriding Terms and Conditions shall prevail.

1.4 The Specified Consultancy Service shall be provided in accordance with the Specification provided by David Grinter Associates Ltd and otherwise in accordance with David Grinter Associates Ltd current activities relating to the Consultancy Services from time to time, subject to these Terms and Conditions.

1.5 David Grinter Associates Ltd may correct any typographical or other errors or omissions in any quotation, brochure, promotional literature or other Document relating to the provision of the Specified Consultancy Service without any liability to the Client.

1.6 David Grinter Associates Ltd may at any time without notifying the Client make any changes to the Specified Consultancy Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

1.7 No order submitted by the Client shall be deemed to be accepted by David Grinter Associates Ltd unless and until confirmed in writing by David Grinter Associates Ltd.

1.8 The Client shall be responsible to David Grinter Associates Ltd for ensuring the accuracy of the terms of any order.

1.9 No order which has been accepted by David Grinter Associates Ltd may be cancelled by the Client except with the agreement in writing of David Grinter Associates Ltd and on terms that the Client shall indemnify David Grinter Associates Ltd in full against all loss (including

loss of profit), costs, damages, charges and expenses incurred by David Grinter Associates Ltd as a result of cancellation.

1.10 The Client shall supply David Grinter Associates Ltd with all necessary Input Materials within sufficient time to enable David Grinter Associates Ltd to provide the Specified Consultancy / Technical and or inspection services in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

1.11 The Client shall retain duplicate copies of all Input Material.

1.12 David Grinter Associates Ltd shall have no liability for any loss or damage of Input Material, however caused.

2. GENERAL DUTIES OF David Grinter Associates Ltd

2.1 David Grinter Associates Ltd shall provide the Specified Consultancy Services to the Client in a professional manner with due care and diligence to the best of its abilities.

2.2 David Grinter Associates Ltd accepts no liability for the use of any information or advice, provided that David Grinter Associates Ltd has not given the advice or services negligently in light of the information, equipment or knowledge available to David Grinter Associates Ltd at the time.

2.3 David Grinter Associates Ltd shall not be restricted in providing similar services to other third parties.

2.4 David Grinter Associates Ltd shall supply the Specified Consultancy Service using the Key Personnel where identified and shall have the right to nominate alternative personnel if any or all of the Key Personnel become unavailable.

3. WORK ON CLIENT'S PREMISES

3.1 Where David Grinter Associates Ltd requires access to the Client's premises for the purposes of performance of the Specified Consultancy Service the Client shall provide reasonable access and all services necessary to permit David Grinter Associates Ltd to fulfil its obligations under the Contract at mutually convenient times.

3.2 David Grinter Associates Ltd will commit no act or omission at the Client's premises which would render the Client liable to any person and David Grinter Associates Ltd shall observe the Client's regulations and provisions in force relating to the safety of persons when using the Client's premises.

4. PRICE OF SERVICES

4.1 The Price, unless otherwise so stated, shall be exclusive of value added tax which shall be payable by the Client (subject to receipt of a VAT invoice) at the rate prevailing at the relevant tax point.

4.2 The Price includes the cost of Materials relating to daily inspection procedures unless otherwise expressly stated in the Contract. Specialist inspection apparatus such as salt test kits etc, shall be priced and invoiced separately.

4.3 Reasonable costs including travelling costs (mileage at £0.45 / mile) / Air Flights may be itemised separately in the invoice or subject to a separate additional charge based on actual costs incurred by David Grinter Associates Ltd (plus a handling fee of 1%). Payment of expenses shall be made on the provision of a suitable VAT invoice for all incurred costs.

4.4 A working day constitutes an 8hr period (or part thereof), Additional hours over and above this 8hr period will attract additional payments on an hourly basis (Daily Fee / 8 hrs = hourly rate).

4.5 No variation in the Price will be accepted by David Grinter Associates Ltd without its express consent in writing.

5. TERMS OF PAYMENT

5.1 In the event of no special payment terms being specified payment of the Price shall be made within 30 days of the date of the invoice for each and all invoices.

5.2 No trade credit terms can be offered by David Grinter Associates Ltd.

5.3 The Client may not withhold payment for any disputed amount greater than the value of 5 working day rate of the Specified Consultancy Service (and does not included additional hotel or travel costs already incurred by David Grinter Associates Ltd).

5.4 If payment is not made on the due date, David Grinter Associates Ltd shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3 per cent above the base rate from time to time of Royal Bank of Scotland Bank PLC from the due date until the outstanding amount is paid in full.

5.5 If any payment is not received on the due date David Grinter Associates Ltd reserves the right to cease providing any Service until the payment is received.

6. VARIATIONS AND ADDITIONAL CHARGES

6.1 David Grinter Associates Ltd shall make Additional Charges to the Client for any variation requested by the Client that results in additional costs being incurred by David Grinter Associates Ltd.

6.2 David Grinter Associates Ltd shall give not less than two weeks' written notice to the Client of its intention to invoice the Additional Charges.

6.3 All Additional Charges are exclusive of any value added tax, for which the Client shall be additionally liable.

6.4 David Grinter Associates Ltd's Additional Charges shall be paid by the Client together with any applicable value added tax and without any set-off or other deduction within 30 days of the date of invoice.

6.5 No variations to the Contract shall be made or binding unless agreed in writing by the Parties.

7. INTELLECTUAL PROPERTY RIGHT AND RIGHTS IN INPUT MATERIAL AND OUTPUT MATERIAL

7.1 Any Background Intellectual Property shall belong to the Party that created it.

7.2 Any Input Material originating from the Client shall belong to the Client.

7.3 All Foreground Intellectual Property shall belong to David Grinter Associates Ltd subject only to the right of the Client to use that intellectual property for the purposes of utilising the Specified Consultancy Service by way of a non exclusive licence subject only to payment in full of all sums payable under the Contract unless otherwise agreed in writing between the two Parties.

7.4 Any Output Material shall, unless otherwise agreed in writing between the Client and David Grinter Associates Ltd, belong to David Grinter Associates Ltd, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Consultancy Service by way of a non exclusive licence subject only to payment in full of all sums payable under the Contract.

7.5 Any Input Material or other information provided by the Client which is so designated by the Client shall be kept confidential by David Grinter Associates Ltd, and all Output Material or other information provided by David Grinter Associates Ltd which is so designated by David Grinter Associates Ltd shall be kept confidential by the Client, except that the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

7.6 The Client warrants that any Input Material and its use by David Grinter Associates Ltd for the purpose of providing the Specified Consultancy Service will not infringe the copyright or other rights of any third party and the Client shall indemnify David Grinter Associates Ltd against any loss, damages costs expenses or other claims arising from any such infringement.

7.7 Subject to clause 7.6, David Grinter Associates Ltd warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Consultancy Service will not infringe the copyright or other rights of any third party and David Grinter Associates Ltd shall indemnify the Client against any loss damages costs expenses or other claims arising from any such infringement.

8. FORCE MAJEURE

8.1 If either party is affected by Force Majeure it shall forthwith inform the other party in writing of the matters constituting the Force Majeure and shall keep the party fully informed of the continuance and of any change of circumstances whilst such Force Majeure continues.

8.2 David Grinter Associates Ltd shall not be liable for any breach of its obligations resulting from a cause beyond its control including but not limited to fire, strikes, insurrection, riots, embargoes, shortage of materials, delays in transportation, requirements of civil or military authority, war, civil unrest or terrorist action. If a default due to any of these matters shall continue for 60 days, David Grinter Associates Ltd shall have the right to terminate the Contract without liability to the Client by serving written notice on the Client.

8.3 Save as provided for in clause 8 a Force Majeure shall not entitle the Client to terminate this Contract and neither party shall be in breach of this Contract nor otherwise liable to the other party, by reason of any delay in performance or non-performance of any of its obligations due to a Force Majeure.

9. WARRANTIES AND LIABILITY

9.1 David Grinter Associates Ltd warrants to the Client that the Specified Consultancy Service will be provided using reasonable care and skill and, as far as reasonably possible and practicable in accordance with the requested Specification and at the intervals and within the times referred to in the Specification.

9.2 Where in connection with the provision of the Specified Consultancy Service David Grinter Associates Ltd supplies any goods or services supplied by a third party David Grinter Associates Ltd does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise but shall where possible assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to David Grinter Associates Ltd.

9.3 Any claim by the Client of any breach by David Grinter Associates Ltd of the Contract or these Conditions (including the warranty contained in Clause 9.1 above), must be notified to David Grinter Associates Ltd within 30 days of the supply of the Specified Consultancy Service. If the Client does not notify David Grinter Associates Ltd accordingly, the Client will be deemed to have accepted the Specified Consultancy Service and David Grinter Associates Ltd shall have no liability in relation to the provision of the Specified Consultancy Service and the Client shall be bound to pay the Price in full. Where the Client has made a valid claim, David Grinter Associates Ltd will at its sole discretion either re-perform the part of the Specified Consultancy Service which does not comply with the Contract or refund the Client of such amount of the Price as is reasonable on a quantum meruit basis, but at no time will this amount be greater than the total value of the daily rates invoiced to the client for undertaking of the Specified Consultancy Service.

9.4 David Grinter Associates Ltd shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of the Client.

9.5 Except in respect of death or personal injury caused by David Grinter Associates Ltd negligence or as expressly provided in these Conditions David Grinter Associates Ltd shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law, or under the express terms of the Contract for any loss of profit, earnings or any indirect, special or consequential loss, or loss of use of vessel (s), machinery or equipment, damage, costs, expenses, loss of time or other claims (whether caused by the negligence of David Grinter Associates Ltd, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of David Grinter Associates Ltd, under or in connection with the Contract shall not exceed the amount of David Grinter Associates Ltd's charges for the provision of the Specified Service.

9.6 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.7 Any dates quoted for delivery of the provision of the Specified Consultancy Services are approximate. David Grinter Associates Ltd shall not be liable to the Client or be deemed to be in any breach of the Contract by reason of any delay in performing, or any failure to perform, any of David Grinter Associates Ltd's obligations in relation to the Specified Service. Unless stated in the Overriding Terms and Conditions time of delivery of the Specified Consultancy Service shall not be of the essence of the Contract.

10. CONFIDENTIALITY

10.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by David Grinter Associates Ltd or its agents and any other confidential information concerning David Grinter Associates Ltd's business or its products which the Client may obtain and the Client shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Client's obligations to David Grinter Associates Ltd and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Client.

11. TERMINATION

11.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and if capable of remedy fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into administration, administrative receivership, receivership, voluntary arrangement or liquidation or in the case of an individual or firm becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

11.2 The cost of all and any work completed by David Grinter Associates Ltd up to the date of termination and any costs incurred by David Grinter Associates Ltd as a result of a cancellation by the Client under clause 11.1 will be payable by the Client to David Grinter Associates Ltd.

12. DATA PROTECTION ACT 1998

12.1 David Grinter Associates Ltd is not registered under the Data Protection Act 1998 and will only use any personal information made available to it for the purpose of providing the Specified Consultancy Service to the Client outlined in the Contract.

13. GOVERNING LAW

13.1 The construction, validity and performance of the Contract and these terms and conditions shall be governed and construed in accordance with English law.

14. GENERAL

14.1 These Conditions (together with the terms, if any, set out in the Specification and/or Special and Overriding Terms and Conditions) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

Dated 3rd February 2014.