

STANDARD CONSULTANCY SERVICE TERMS

1. Application

These terms apply to the provision of services by EGS Technologies Limited ("the Supplier") to any purchaser ("the Client") and shall apply in place of any terms referred to in the Client's order. Where the Supplier supplies goods to the Client this shall be on the Supplier's standard conditions of sale. Copies of both documents are available to the Client from the Supplier free upon request.

1. Definitions

In this Agreement:-

- 1.1 "Agreement" means these terms.
- 1.2 "Intellectual Property" means patents, trademarks, service marks, registered designs and copyright.
- 1.3 "Materials" means all materials, including software, developed by the Supplier for the Client under the terms of this Agreement.
- 1.4 "Services" means the services to be provided by the Supplier to the Client agreed in writing between the parties.
- 1.5 "Software" means such software as the parties may from time to time agree.

2. Specification and Delivery

- 2.1 Work which the Client requests to be done which is not subject of a written acceptance or is outside the specification of a contract will be chargeable in accordance with prevailing rates of charge in force from time to time.
- 2.2 The Supplier shall make all reasonable efforts to meet agreed delivery dates. However, delivery and installation dates quoted are estimates only and the Supplier shall not be responsible for any loss, damages or consequences arising as a result of any delay.
- 2.3 It is the sole responsibility of the Client to ensure that the specification for the Services is complete and comprehensive in respect of the intended outcome or purpose of the specification.
- 2.4 Any warranty, implied or otherwise, that the Materials and Services are suitable for the purposes of the Client or may be integrated with other services or equipment of the Client is expressly excluded unless stated otherwise within the contract documentation.

3. Supplier's Obligations

The Supplier undertakes to the Client that:

- 3.1 it will provide the Services to the Client diligently and efficiently using reasonable skill and care;
- 3.2 it will provide suitably skilled and appropriately trained personnel to carry out the Services; and
- 3.3 the Services will be provided in a professional manner.

4. Client's Obligations

The Client shall:

- 4.1 where applicable, make available to the Supplier working space, equipment (when required) and other resources necessary for its work under this Agreement;
- 4.2 ensure that its employees co-operate fully with the Supplier in relation to the provision of the Services;
- 4.3 promptly give the Supplier such information and documents as it may reasonably request for the proper performance of its obligations under this Agreement; and
- 4.4 take all reasonable steps to ensure the health and safety of the Supplier's employees whilst they are on the Client's premises.

5. Licence of Materials

Unless otherwise agreed the Supplier agrees to grant a perpetual licence of the Intellectual Property in the Materials to the Client for the purposes of its business.

6. Charges and Expenses

The Client shall pay the Supplier's charges as agreed in advance in writing. Unless otherwise specified VAT and any other tax or duties payable by the Client will be added to such charges. In addition, the Client will reimburse the Supplier for any out-of-pocket expenses incurred as a result of the Client's specific request.

7. Terms of Payment

- 7.1 Payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set-off within 30 days of the end of the month in which the Client received the invoice.
- 7.2 Any extension of credit allowed to the Client may be changed or withdrawn at any time by the Supplier.
- 7.3 Interest shall be payable on overdue accounts at the rate of 4% per month over HSBC plc base rate to run from the due date for payment until receipt by the Supplier of the full amount whether before or after judgment.

8. Specifications and Information

All drawings, designs, specifications and information submitted by the Supplier are confidential and shall not be disclosed to any third party without the Supplier's written consent.

9. Confidential Information

Neither party shall use, divulge or communicate to any person (other than those authorised by the other party) any confidential information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other party which may come to the first party's knowledge in the course of this Agreement.

10. Intellectual Property Rights Indemnity

Each party shall indemnify and keep indemnified the other from all third party liability in respect of the infringement of any rights in Intellectual Property resulting from the provision by one party to the other of any material in connection with this Agreement.

11. Indemnities and Limits of Liability

- 11.1 The Supplier will indemnify the Client for direct physical injury or death caused either by defects in the Materials or by the acts or omissions of its employees.
- 11.2 The total liability of the Supplier under this Agreement shall be limited to an amount equal to five times the cost of the Services for any one event or series of connected events.
- 11.3 Neither party shall be liable to the other for any indirect or consequential loss of whatever nature, howsoever caused whether occurring in contract, tort or otherwise.
- 11.4 The Supplier does not warrant either that the Services will achieve any intended result other than as expressly set out in any specification agreed between the parties or that the operation by the Client of any program provided by the Supplier under this Agreement will be uninterrupted or error free.

12. Termination

This Agreement may be terminated immediately by notice in writing:

- 12.1 by either party if the other party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy them (if capable of remedy) for a period of 30 days after written notice of the breach by the other party;

- 12.2 by either party if the other is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangements with its creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 12.3 by the Supplier if the Client fails to pay any sums due under this Agreement by the due date, and such failure continues for 30 days after written notice by the Supplier to the Client.

13. Force Majeure

Neither party will be liable to the other for any delay or default in the performance of its obligations due to any cause or circumstance beyond its reasonable control, including but not limited to any industrial dispute.

14. Entire Agreement and Variations

This Agreement and its Schedules constitute the entire agreement between the parties, and each party confirms that it has not relied upon any representation not recorded in this Agreement and its Schedules. No variation of this Agreement and its Schedules will be valid unless confirmed in writing by the authorised signatories of both parties on or after the date of this Agreement.

15. Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

16. Notices

Any notice given under this Agreement by either party to the other must be in writing and may be delivered personally or by registered post and in the case of post will be deemed to have been given two working days after the date of posting. Notices will be delivered or sent to the addresses of the parties given above or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement.

17. Governing Law

This Agreement shall be governed by English Law and, subject to clause 8, the parties submit to the jurisdiction of the English Courts.