

RAW Technology Limited – TERMS AND CONDITIONS

1 Interpretation

1.1 In these Conditions:

'CLIENT' means the person named in the Specification for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions

'CONTRACT' means the contract for the provision of the Specified Service

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape 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 relating to the Specified Service

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service

'SPECIFICATION' means the letter of engagement, schedule or other sheet to which these Conditions are appended

'SPECIFIED SERVICE' means the service to be provided by the Supplier for the Client and referred to in the Specification Sheet

'SUPPLIER' means RAW (RAW Technology Limited, a company registered in England under company number 07926735)

'SUPPLIER'S STANDARD CHARGES' means the charges shown in the Supplier's brochure or other published literature relating to the Specified Service from time to time.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Supply of the Specified Service

2.1 The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Supplier and the Client.

2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4 The Specified Service shall be provided in accordance with the Specification and otherwise in accordance with the Supplier's current brochure or other published literature relating to the Specified Service from time to time, subject to these Conditions.

2.5 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochure or other promotional literature, may be made available on written request.

2.6 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.7 The Supplier may at any time without notifying the Client make any changes to the Specified 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. Any such changes shall have effect from the date when they are notified in writing by the Supplier to the Client.

2.8 Samples collected, filed observation made, interpretations and recommendations made by the Supplier should be considered merely representative of any site conditions at that time. Whilst every attempt will be made by the Supplier to characterise the site, no warranty can be implied or given due variability in site conditions or the possibility of encountered details.

3 Charges

3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 The Supplier shall be entitled to vary the Supplier's Standard Charges from time to time by giving not less than three months' written notice to the Client.

3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4 The Supplier shall be entitled to invoice the Client mobilisation costs at the commencement of the Contract and following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.

3.5 The Supplier's Standard Charges and any additional sums payable 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 the Supplier's invoice.

3.6 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 3% above the base rate from time to time of National Westminster Bank plc from the due date until the outstanding amount is paid in full.

RAW Technology Limited - TERMS AND CONDITIONS (Continued)

4 Rights in Input Material and Output Material

- 4.1 The property and any copyright or other intellectual property rights in:
- 4.1.1 any Input Material shall belong to the Client
 - 4.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service solely for the purposes for which they are provided by the Supplier and subject always to the payment in full of the Supplier's Standard Charges as and when they become due and payable in accordance with paragraph 3, above.
- 4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but 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.
- 4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.4 Subject to paragraph 4.3, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service in accordance with paragraph 4.1 will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5 Warranties and Liability

- 5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. [Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Supplier 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 the Supplier.]
- 5.2 The Supplier 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.
- 5.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier 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 or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants, sub-contractors 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 the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Conditions.
- 5.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6 Termination

- 6.1 The Client shall be entitled to terminate the Contract at any time by giving not less than three months' written notice to the Supplier.
- 6.2 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 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.

7 General

- 7.1 These Conditions (together with the terms, if any, set out in the Specification) 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Contract (and any non-contractual obligations arising in relation thereto) shall be governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- 7.6 This contract is divisible, the work performed in each delivery during the currency of the contract will be invoiced separately. Each invoice for work performed in any delivery shall be payable by the customer in full accordance with the terms of payment herein, without reference to and notwithstanding a defect or default in the work performed or to be performed in any other delivery