

PARAMETER DESIGN ENGINEERING LTD

TERMS AND CONDITIONS OF TRADE

1. INTERPRETATION

- a. The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).
- b. **Business Opportunities:** any opportunities which the Consultant Company, or any Person engaged or employed by it, becomes aware of during the Engagement which relate to the business of the Client.
- c. **Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
- d. **Client:** the person, firm or corporation instructing the Consultant Company in accordance with these trading terms.
- e. **Commencement Date:** the commencement date as given in Schedule One, Item 4.
- f. **Confidential Information:** Information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its business contacts.
- g. **Consultant Company:** Parameter Design Engineering Ltd. Where applicable, terms relating to the Consultant Company shall extend to include any Person engaged or employed by it.
- h. **Contract:** the engagement of the Consultant Company by the Client on the terms of this agreement.
- i. **Design:** Any development of the specification in any form of intellectual property, whether as drawings, sketches, verbalised ideas, images, or any visual or audible communication or representation of any kind
- j. **Design Brief:** The Design Brief is a set of objectives set out by the Client and is used to develop a Specification.
- k. **Engagement:** the engagement of the Consultant Company by the Client for Services on the terms of this agreement.
- l. **Equipment:** Any Goods or Equipment designed, supplied, purchased or sourced by the Consultant Company pursuant to an Order in order to fulfil the Specification approved by the Client.
- m. **Fee:** The Fee for the Equipment, Goods or Services as agreed in the Order
- n. **Hour:** Each completed hour of work undertaken by the Consultant Company during a Contract
- o. **Information:** Specifications, measurements, and all other details provided by the Client to enable the Consultant Company to fulfil an Order to the Specification
- p. **Initial Representative:** Robert J Hopkins
- q. **Insurance Policies:** Commercial General Liability Insurance Cover and Professional indemnity Cover
- r. **Installation Drawings:** Any Drawings, Diagrams, images, instructional materials in any form that are issued for the purpose of instructing a third party in the installation, positioning or fitting of a design or equipment and will be charged separately to any Design or Manufacturing Drawings.
- s. **Intellectual Property Rights:** Patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing of, ff, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- t. **Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by any Person engaged or employed by it prior to the commencement of Engagement or continued to be developed including but not limited to those Inventions set out at Schedule Three during the course of the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
- u. **Manufacturing Drawings:** The final Design Drawings of the Equipment to the Specification in a form sufficient to enable manufacture of the Equipment made available electronically by PDF and DXF file format only.
- v. **Order:** This is a Contract from you to buy Equipment, Goods or Services subject to these General Terms & Conditions and may be known as the Purchase Order.
- w. **Person:** includes any company, Organization or individual employed or otherwise engaged by the Consultant Company
- x. **Quotation:** The price stated for goods and / or services specified on the quotation with the terms and conditions stated herein.
- y. **Rate:** The Fee per Hour worked for the Client as stated in the quotation from the Consultant Company to the Client.
- z. **Services:** The production, design, consultancy, project management, engineering, manufacture, logistics and other design services agreed to be provided by the Consultant Company to the Client as set out in clause 3 and as more particularly described in Schedule One, Item One.
- aa. **Specification:** The Specification of the Equipment / Design or Services as described and approved by the Client. This will include any drawings, measurements, and other details necessary to enable to fulfil the Contract. Where the development of the design by the Consultant Company creates changes to the Specification, this definition shall include the latest of, any such Specification.
- bb. **Termination Date:** The date of termination of this agreement howsoever arising or listed by separate schedule
- cc. **Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, models, prototypes, test rig's, testing and validation equipment and devices, components, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company prior to commencement of the Engagement or continued to be developed during the course of the provision of the Services including but not limited to any works listed in Schedule Two.
- dd. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- ee. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- ff. A reference to "his or hers" includes a reference to the other gender.
- gg. The schedules to this agreement form part of (and are incorporated into) this agreement.

2. TERMS OF ENGAGEMENT

- a. The Client shall engage the Consultant Company and the Consultant Company shall make available to the Client such individuals, materials or goods as are required to provide the Services on the terms of this agreement.
- b. The Engagement shall commence on the Commencement Date and shall continue for the period to the Termination date given in Schedule One. Item 6. unless and until terminated:
- c. As provided by the terms of this agreement; or
- i. By either party giving to the other not less than the prior written notice required in Schedule One. Item 7.
- ii. As provided for in clause 2.3 below.
- d. For the purposes of this clause :
 - i. Control shall mean the power of any person whether alone or together with any person acting in concert with him or her to control the composition of the board of directors of the Client or otherwise to secure whether by means of the holdings of shares or the possession of voting power in relation to the Client or any other body corporate or by virtue of any powers conferred by the articles of association or any other document or agreement regulating the Client or any other body corporate that the affairs of the Client are conducted in accordance with the wishes of that person; and
 - ii. Change of Control shall mean the acquisition by any person whether alone or together with any person acting in concert with him of Control of the Company.
 - iii. With effect and from and following a Change of Control, should the Client terminate this agreement for any reason whatsoever, the Consultant Company shall be entitled, to charge a minimum handling fee equal to 12% of the full contract Fee but will in addition include any costs or expenses, including the full sum of any orders placed to third parties, incurred by the company for the work carried out up to and including the client's cancellation date.

3. DUTIES

- a. During the Engagement the Consultant Company shall, and (where appropriate) shall ensure that any Person engaged or employed by it shall:
 - i. Provide the Services with all due care, skill and ability and use all reasonable endeavours to promote the interests of the Client and in return, the Client shall ensure that the Consultant Company is afforded sufficient access to the Client premises, information, data, or personnel that is reasonably necessary for carrying out the Services;
 - ii. Promptly surrender to the Client on request all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Client.
- b. If the Consultant Company is unable to provide the Services for whatever reason the Consultant Company shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause 5 in respect of any period during which the Services are not provided.
- c. The Consultant Company shall ensure that suitable and qualified personnel are available at all times on reasonable notice to provide such assistance or information to fulfil the contract.
- d. The Consultant Company's registered offices are based in the location in Schedule 1. Item 3 and the Consultant Company will be required to make those Persons engaged or employed by it on the Client's projects available to attend meetings as required at the Client's offices and on occasions at customer locations both within the UK and Internationally at the expense of the client unless otherwise agreed.
- e. The Consultant Company shall and shall ensure that any Person engaged or employed by it shall comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Company any unsafe working conditions or practices.
- f. The client agrees that the Consultant Company may pursue any Business Opportunities that may come to the knowledge of the Consultant Company or any Person engaged or employed by the Consultant Company during the Engagement providing that such activity does not cause a breach of any of the Consultant Company's obligations under this agreement.
- g. The Consultant Company may use another person, firm, company or organisation to perform any functions, including but not limited to, administrative, clerical, design or manufacture, which are reasonably incidental to the provision of the Services
- h. The Consultant Company may substitute the Initial Representative as laid out in Schedule 1. Item 5 or subcontract elements of the Services with the Client's prior written consent which shall not unreasonably be refused in the case of a suitably skilled, qualified and experienced substitute Representative or subcontractor. Payment to the Consultant Company's Representative and subcontractors shall be the sole responsibility of the Consultant Company.

4. OPERATIVE PROVISIONS

- a. The Equipment, Design or Service shall comply with the Specification. The Specification of Goods, Designs or Services will be countersigned by the Client, before any works are commenced
- b. The Client guarantees that any Information supplied to the Consultant Company including but not limited to the Specification will be complete and accurate and that if they are not, and the result is an increase in costs to the Contracting Company, then these costs will be passed on to the Client in accordance with the terms of this Agreement.

- c. In the event that the Consultant Company supplies Equipment, Goods or Services without a countersigned Specification then the Specification will be left open to the Consultant Company's interpretation at the liability of the Client and it remains the Client's responsibility to ensure correctness of design procedure and work in progress throughout the contract.
- d. Any Updates required and changes to the specification of the Equipment or design before or after delivery of the Design Drawings shall be charged over and above any works on the order at the rate, these works will not be produced without a further order.
- e. The Client shall verify all designs supplied in the form of Manufacturing Drawings by the Consultant Company to ensure that the designs are correct for their intended use.
- f. The Consultant Company does not take responsibility in any form for the appropriateness of materials, construction and treatments within any Construction, Goods or Equipment supplied to the Client other than those set out in the specification. The client will be responsible for any storage transportation or disposal of goods or equipment supplied

5. FEES, PRICING AND PAYMENT

- a. If the Consultant Company provides a quotation for Goods, Equipment or Services, then on acceptance, by means of written order, the Client makes a binding offer to take and pay for the Services at the Fee subject to these terms in full.
- b. The Consultant Company reserves the right to refuse the offer for whatever reason.
- c. The Fee is exclusive of UK Value Added Tax.
- d. Quotations are valid for thirty days from the date of issue.
- e. Quotations given prior to Specification are estimates only and are subject to amendment during the course of design work
- f. All Fees for Goods & Services are Ex. Works of the Consultant Company and any delivery charges, travel Expenses, re-Location expenses or accommodation will be charged in accordance with the terms of this agreement.
- g. Where a unit Fee is quoted for specific quantities to be manufactured, and the quantities ordered are lower than those in the original quotation, then the unit Fee will be increased to reflect the actual quantities ordered.
- h. If during the course of the agreement between the Contracting parties, there is an increase in material or labour costs which is beyond our control, then such increase shall be passed on to the Client
- i. Any deposit paid by the Client will be set against the Fees.
- j. In consideration of the provision of the Services, the Client shall, Within 28 Calendar Days of the invoice date (Unless otherwise stated on the Invoice) pay to the Consultant Company the Fee as agreed in the Order, or for all time according to the Rate per Hour, plus any Value Added Tax (if applicable). Such fee will be payable by bank transfer.
- k. The Consultant Company shall, within 10 working days of the completion a contract, submit to the Company an invoice which gives details of the hours which any Person engaged or employed by it has worked, the Services which have been provided by the Consultant Company, the amount of the fee payable for such Services together with any expenses and further costs incurred during that engagement.
- l. Where an engagement spans more than one calendar month The Consultant Company reserved the right to, on the last working day of each calendar month during the Engagement, submit to the Company an invoice which gives details of the hours which any Person engaged or employed by it has worked, the Services which have been provided by the Consultant Company, the amount of the fee payable for such Services together with any expenses incurred during that month.
- m. Time is of the essence for payment by the Client of all invoices raised by the Consultant Company. This is without prejudice to the rights of the Consultant Company to levy interest on a daily basis on any unpaid fees payable but outstanding by the Company at the rate provided in Schedule 1. Item 9. (whether before or after any judgment)
- n. The Consultant Company reserves the right to charge an administration charge of not less than £50.00 plus VAT if Fee's are not paid when due
- o. If any part of the Fee is not paid by the Client when it is due, then Consultant Company reserves the right to end this agreement and to return to you any part of the Fee not then allocated to any Goods, other than the deposit, at which time the agreement between the Contracting parties shall be ended but without prejudice to any rights the consultant Company may have against you at that time.
- p. All external sub-contract services employed by the Consultant Company or purchases made in the course of fulfilling a contract are subject to handling charge at a minimum percentage increase stated in Schedule One. Item 10, to the Client in administration and handling fees unless otherwise agreed and confirmed in writing by the Consultant Company.
- q. According to the Late Payment of Commercial Debts [Interest] Act 1998. The Consultant Company is entitled to charge interest to the Company for late payment of any invoices at a 5% above Bank of England base rate. Such interest will be calculated daily and accrue from the date agreed for payment until the date payment is received.
- r. For the avoidance of doubt, the Consultant Company acknowledges that the pricing information contained in this Schedule falls within the definition of Confidential Information and, as such, shall not be disclosed to any third party without the Consultant Company's prior written consent.

6. WARRANTIES

- a. If in the course of providing the Goods or Services, where any of the materials, goods or equipment used carry manufacturers' warranties these will be passed on to the Client. Any claim under those warranties should be addressed to the manufacturer.
- b. Subject thereto, The Consultant Company warrants that the Goods will correspond to the Specification at the time of delivery provided that The Consultant Company does not accept any responsibility under this warranty until the Fee has been paid in full.
- c. The Client will be deemed to have accepted the Goods Three working days after delivery of them. Goods should therefore be inspected immediately upon delivery.
- d. Where no 3rd party Supplier Warranty exists then any warranty for goods, or equipment will only last for three months from delivery.
- e. If any of the Goods supplied do not meet the Specification upon inspection, then the Client should notify The Consultant Company immediately, whereupon the Consultant Company shall, at its option:
 - i. Replace the Sub-Specification item with the same item that does meet Specification; or
 - ii. Replace the Sub-Specification item with a similar item of equal value and function.
 - iii. Repay the Fee of the Sub-Specification items only.
- f. If it is not possible to replace the rejected item with one of equal value, but only with one of greater value, then the client will be given the option either to:
 - i. Reject the item completely; or
 - ii. To accept the replacement item and pay the additional cost.
- g. In the case of re-manufactured, second hand or old stock that does not originate from the Consultant Company, then all warranties are excluded to the full extent permitted by law and in particular the Consultant Company cannot guarantee that the Goods are suitable for their purpose or are of merchantable quality. This exclusion does not affect any of the Client's statutory rights. If however there is any defect in the Goods as a result of any work carried out by the Consultant Company, then provided such defect is notified to the Consultant Company within five working days of delivery, then such defect will be corrected free of charge where possible.
- h. No warranty on our part, whether express or implied, will apply if damage has been caused to the Goods by the Client. In particular, the Consultant Company accept no liability where the Goods are, or becomes defective as a result of ;
 - i. Any failure to follow any servicing schedule recommended by The Consultant Company.
 - ii. The Client's failure to maintain the Goods
 - iii. Any incorrect operation, or misuse, of the Goods.

7. PROPERTY & OWNERSHIP OF GOODS, RAW MATERIALS & EQUIPMENT

- a. Regardless of delivery and acceptance, and the passing of risk, the client will not become the owner of the Goods until the Client has paid the Consultant Company the Fee in full.
- b. If the Fee is not paid in full when due then the Consultant company, or any agent acting on behalf of the Consultant Company shall be entitled to:
 - i. Retain any materials which have been supplied for the purpose of fulfilling a Contract under these terms and to sell such material as your agent, accounting to you for the sale proceeds of it net of all outstanding Fee and cost of storage, sale and any other expenses which we have incurred as a result of your failure to pay the Fee in full.
 - ii. Suspend this Agreement in so far as it has not been completely performed by The Consultant Company and/or terminate the Contract.
 - iii. Enter into any premises owned, occupied or controlled by the Client, where the Goods are stored, and repossess them.
- c. If the Fee is not paid in full when due then the Client will return, at the Client's cost, all Goods within 7 Days of notification by the Contracting Company.
- d. Lien And Right Of Re-Sale - The Consultant Company shall have a lien on all goods delivered by the Client to it for reconditioning, overhaul, repair, service, testing, survey, presentation or inspection for all monies (whether presently due payable or not) payable by, and all debts and liabilities (whether or not the period for payment or discharge of the same shall have actually arrived) of the Client to the Consultant Company under any contract and such lien shall cover such goods whether or not the Consultant Company shall at the time of exercise of the lien have begun or completed reconditioning, overhaul, repair, service, testing or inspection of such goods. The Consultant Company shall be entitled to refuse to deliver up any goods at any time unless all charges accrued due under this contract and all other sums (if any) then owed by the Client to the Consultant Company under any contract or on any account whatsoever shall have previously been paid. Without prejudice to any other rights of the Consultant Company whether under these Conditions, this Contract or the general law, if any sum due from the Client shall not have been paid within 28 Calendar days after becoming due, the Consultant Company may upon giving 7 days' notice of its intention to do so unless such sums shall in the meantime have been paid sell (whether by auction or private treaty or in any other manner) any or all of the goods in the Consultant Company's possession on which the Consultant Company has a lien. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the goods prior to sale) be paid to the Client.
- e. Where the Client has provided materials to Consultant Company to enable The Consultant Company to perform the agreement between the Contracting parties, then you warrant:
 - i. That such materials are fit for the purpose
 - ii. That such materials are the Client's own property, are free from any encumbrances and agree to indemnify the Consultant Company against any liability or losses that it may suffer as result of your breach of this warranty.
 - iii. The Consultant Company warrants that these materials will be used for the purposes of the contract and that any surplus material will be made available to the Client for collection provided that such an undertaking is made within fourteen days of completion of the engagement.

8. DELIVERY OF THE GOODS & SERVICES

9. Delivery of the Goods will be made by the Client collecting them from The Contracting Companies premises or any premises of a Sub-Contractor or Agent of the Contracting Companies upon notification that they are ready, at which time the risk in them will pass to the Client.

- a. If the Consultant Company agrees to deliver the Goods to the Client at some other place, the risk in the Goods shall pass to the Client once they have left the Consultant Company or Agents premises. Insurance of the Goods is the responsibility of the Client once the Goods have left the Consultant Company or Agents premises. The Consultant Company reserves the right to charge for delivery in accordance with the terms of this agreement.
- b. Dates quoted for delivery of the Goods or the provision of Services including but not limited to Manufacturing drawings, completed Designs and finished Equipment are given in good faith but cannot be guaranteed. The Consultant Company does not accept any liability for any loss or damage what so ever resulting from The Consultant Company or any agent of the Consultant Company failing to deliver the Goods on any day.
- c. The Goods may be delivered to the Client or it's Agent in advance of any quoted delivery date upon giving 24 Hours notice to the client.
- d. If the Client refuses to take delivery of the Goods when requested, or fail to provide the Consultant Company adequate delivery instructions then (without prejudice to any other remedies) the Consultant Company may at its option:
- Store the Goods until actual delivery and charge the Client for the reasonable costs (including re-delivery and insurance) of so doing; and/ or
 - Sell the Goods at the best Fee readily available and (after deduction of all reasonable storage and selling expenses) charge the Client for any shortfall.
- 10. EXPENSES**
- a. The Client shall reimburse (or procure the reimbursement of) all reasonable expenses properly and necessarily incurred by the Consultant Company in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.
- b. If overseas travel becomes necessary for the delivery of the agreed Services, the Consultant Company shall be responsible for the administration, cost and consequences of failing to provide any necessary insurance, inoculations and immigration requirements.
- 11. OTHER ACTIVITIES**
- a. Nothing in this agreement shall prevent the Consultant Company or any Person engaged or employed by it from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:
- such activity does not cause a breach of any of the Consultant Company's obligations under this agreement; and
 - The Consultant Company shall not, and shall ensure that any Person engaged or employed by it shall not, engage in any such activity if it relates to a business which is directly competitive with the business of the Client without the prior written consent of the Client. This consent shall not be unreasonably withheld by the Client.
- 12. CONFIDENTIAL INFORMATION**
- a. The Consultant Company acknowledges that in the course of the Engagement it and any Person engaged or employed by it will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 11.
- b. Any Specifications and Information supplied by the Client shall remain property of the client and will, following completion of the Services, but only on application, be returned to the Client
- c. The Consultant Company shall not, and shall ensure that any Person engaged or employed by it shall not (except in the proper course of its or his duties) either during the Engagement or at any time after the Termination Date, use or disclose to any firm, person or company (and shall use all reasonable endeavours and ensure that any Person engaged or employed by it shall use all reasonable endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- any use or disclosure authorised by the Client or required by law; or
 - any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or any Person engaged or employed by its unauthorised disclosure.
- 13. DATA PROTECTION**
- a. The Consultant Company shall ensure that any Person engaged or employed by it consents to the Client holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Individual including, as appropriate:
- information about physical or mental health or condition in order to ensure a safe and appropriate working environment and minimise any risk to health or potential for unintentional discrimination; or
 - information relating to any criminal proceedings of any Person
 - engaged or employed by the Consulting Company, for insurance
 - purposes and in order to comply with legal requirements and
 - Obligations to third parties.
- b. The Consultant Company consents (and shall ensure that any Person engaged or employed by it consents) to the Company making such information available to those who provide products or services to the Client (such as advisers), regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Client or any part of its business.
- c. The Consultant Company consents (and shall ensure that any Person engaged or employed by it consents) to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further its business interests.
- 14. COPYRIGHT & INTELLECTUAL PROPERTY**
- a. The Client acknowledges that the Consultant Company has rights to certain Intellectual Property in Works and Inventions which it may use to assist it in performing the Services for the Company. The Client recognises that the Consultant Company retains these Intellectual Property rights in the Works and Inventions during the course of the provision of the Services, but the Consultant Company agrees to grant the Client a licence to use those Intellectual Property rights during the course of the Engagement.
- b. All copyright and other intellectual property in any Manufacturing Drawings, Specifications, Design Drawings and associated documentation and all the ideas, arrangements, designs, and plans indicated thereon or represented thereby are owned by and remain the property of the Consultant Company including that, that may or may not be presented with the finished design or finished equipment until all sums in respect of the contract have been paid in full PROVIDED THAT the Consultant Company retains the right to use the design of any constituent part or parts of the Equipment. System, Idea, Theory, Methodology, Procedure or Design in future development work for other equipment.
- c. The Client undertakes to the Consultant Company:
- Whenever requested to do so by the Consultant Company and in any event on the termination of the Engagement the Client shall promptly deliver to the Consultant Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works or Inventions and for the avoidance of doubt the licence granted to use such Works and Inventions shall immediately cease on termination with no further rights to use these;
 - not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Consultant Company; and
 - to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Consultant Company, and confirms that any Person engaged or employed by it has given written undertakings in the same terms to the Consultant Company.
- d. The Consultant Company warrants that it will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works and confirms that any Person engaged or employed by it has given written undertakings in the same terms to the Consultant Company.
- 15. INSURANCE AND LIABILITY**
- a. Each Party shall hold harmless and indemnify the other Party for any and all liability arising from any accident or injury to any person or property of any third party occurring in connection with the errors, omissions, and other actions of that Party or its employees, servants and agents and those of its subcontractors engaged in the activities connected with this Agreement.
- b. The Client shall indemnify and hold the Consultant Company harmless against any and all damages incurred as a result of any part of the Contract infringing any third party intellectual property or other rights.
- c. In no event shall the Consultant Company, its employees or suppliers or affiliates be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence, (including negligence or breach of statutory duty) or other theory of liability arising in connection with the performance or contemplated performance of a contract under these terms even if the Consultant Company's or its employees or suppliers or affiliates are advised of the possibility of such damages, because some countries/states' jurisdictions do not allow the exclusion of liability, but may allow liability to be limited, in such cases, the Consultant Company's, its employees or licensors or affiliates' liability shall be limited to the value of any unpaid fees for services provided to date by the Consultant Company to a maximum of the Contract Fee.
- d. The Consultant Company shall have no liability to the Company for any delay, loss, damage, indirect or consequential loss or damage (whether for loss of profit loss of business depletion of goodwill or otherwise), costs, expenses or other claims for compensation or consequential compensation whatsoever or howsoever caused which arise or are in connection If you are purchasing the Goods, Equipment Or Services as part of a business transaction then, save in respect of death or personal injury caused by our negligence, We are not liable to you for any indirect, special or consequential loss or damage (whether loss of profit or otherwise) or for any other costs, liability or expenses arising out of or in connection with the supply of the Goods, Equipment Or Services or their use by you, or arising out of or in connection with the provision of the Services under these terms arising from any information 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.
- e. Any equipment, designs, drawings and specifications represent the Consultant Company's solution to the Specification and its meant to aid the business endeavours of the Client. The Consultant Company and its employees are not responsible for the appropriateness of any Designs or Equipment or Goods used or miss-used outside of the criteria laid down in the specification and will not be held Liable for any losses suffered therein.
- f. The Consultant Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Company and that the level of cover and other terms of insurance are acceptable to and agreed by the Company.
- g. On request the Consultant Company shall supply to the Company copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- h. We accept no liability to you for any defect in the Goods, or if we do not perform the Services in the manner provided for in the quotation, if this is as a result of inaccurate or inadequate Information supplied by you or if the Specification is incomplete or inaccurate in any way.
- i. A contract under these terms shall be personal to the Client who may not assign it to any third party including an associated or subsidiary company of the Client
- j. Insurance of Clients Property Whilst in the charge of the Contracting Company is the responsibility of the Client and the Contracting Company will not be held liable for any losses incurred through loss or damage criminal or otherwise.
- 16. TERMINATION**
- a. Notwithstanding the provisions of clause 2.2 & 2.3, the Client may terminate the Engagement with immediate effect without notice and without any liability to pay any remuneration, compensation or damages if at any time if:
- the Consultant Company or any Person engaged or employed by it is guilty of gross misconduct affecting the business of the Client; or
 - any key Person engaged or employed by the Consultant Company is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed) (key Person includes any Person that has been involved to a material extent in delivering Services under this agreement); or
 - any Director of the Consultant Company is declared bankrupt or makes any arrangement with or for the benefit of his creditors; or
 - the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company; or
- b. Notwithstanding the provisions of clause 2.2, the Consultant Company may terminate the Engagement with immediate effect without notice and without any liability to pay any compensation or damages if at any time:
- the Client makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Client; or
 - there is a Change of Control in the Client (within the definition of clause 2.3
- c. The rights of the Client under clause 11.1 and the Consultant Company under clause 11.2 are without prejudice to any other rights that they might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Company or Consultant Company as having brought the agreement to an end. Any delay by the Client or Consultant Company in exercising its rights to terminate shall not constitute a waiver thereof.
- d. Cancellation of any order placed for Goods and / or Services by the client may be subject to a minimum handling fee equal to 15% of the full contract Fee and will in addition include any costs incurred by the company for works carried out up to and including the client's cancellation date which will also be subject to the standard handling fee set out in schedule Two. Item 10.
- 17. INSOLVENCY OF CLIENT**
- a. This clause applies if the Client:
- Suffers any distress or execution to be levied against the Client or make or propose to make any arrangement with his creditors or has had a bankruptcy order made against the Client or has been the subject of an application for an interim order under section 253 of the Insolvency Act 1986 or has had an interim receiver of the client's property appointed under section 286 of the Insolvency Act 1986 or being a company shall become the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986.
 - Is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 has a receiver, manager, administrator or administrative receiver appointed over all or part of its undertakings, assets or income, has passed a resolution for its winding up or have a petition presented to any court for its winding up or for an administration order.
 - Has ceased or threatened by direct implication or otherwise to cease to trade.
- b. If the Consultant Company reasonably believes that any of the events covered by a, b or c is about to occur and informs the Client of such in writing then without prejudice to any other remedies available to the Consultant Company, the Consultant company shall be entitled to cancel the contract between the Contracting parties or suspend any further deliveries without any liability to the Consultant Company and if the Goods have already been delivered but not paid for, the Fee is immediately due and payable notwithstanding any previous agreement to the contrary.
- 18. FORCE MAJEURE**
- a. The Consultant Company Camera Corps shall not be liable to the Client in any manner or deemed to be in breach of these conditions because of the delay in performing or any failure to perform any of the Consultant Company's Camera Corps' obligations under these conditions if the delay or failure was due to any cause the Consultant Company's outside Camera Corps' reasonable control.
- b. Without prejudice to the generality of clause 1017.1 the following shall be included as cause beyond the Consultant Company's Camera Corps' reasonable control:
- Government actions, war, threat of war, riot, civil disturbance, sabotage or requisition
 - Act of God, fire, flood, epidemic or accident
 - Import or export regulations or embargoes
 - Labour disputes including disputes involving the Consultant Company's Camera Corps' workforce or any carrier or supplier of materials or services to the Consultant Company.
 - Inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery, or labour
- 19. TRADE MARKS**
- a. The Client shall not be entitled to remove, obliterate, delete from, add to, or otherwise alter trademarks and/or trade names affixed to any Works delivered to the Client without written consent of the Consultant Company in each instance. The Client shall not acquire any proprietary right, title or interest in any or to any such trademarks or trade names. The Client further agrees not to contact directly or indirectly the proprietary interest of the Consultant Company its suppliers and/or manufacturers in or to any trade names or trademarks or patents if any, relating to any Works. The Client will bring immediately the Consultant Company notice any third party infringement of trademarks of which the Client becomes aware.
- 20. OBLIGATIONS UPON TERMINATION**
- a. On the Termination Date the Consultant Company shall, and shall procure that any Person engaged or employed by it shall:
- immediately deliver to the Client all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, (on any keys, and any other property of the Company, which is in its or their possession or under its or their control; and
 - irrevocably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of the Client.
- 21. STATUS**
- a. The relationship of the Consultant Company to the Client will be that of independent contractor and nothing in this agreement shall render it (nor any Person engaged or employed by it) an employee, worker, agent or partner of the Company and the Consultant Company shall not hold itself out as such and shall procure that no Person engaged or employed by it shall hold himself out as such.
- b. This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify the Company for and in respect of:
- any Pay As You Earn, income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by or payable to any individual (or their associates) in respect of the Services, where such recovery is not prohibited by law.
 - any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any individual or any Substitute against the Client arising out of or in connection with the Consultant Company's provision of the Services.
 - The Client may at its option satisfy such liability (in whole or in part) by way of deduction from payments due to the Consultant Company provided that advanced written notice is given by the Client to the Consultant Company specifying the proposed deduction at least 14 days before the reduced payment is made.
- 22. NOTICES**
- a. Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:
- if delivered personally, at the time of delivery;
 - In the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
- d. In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.
- 23. ENTIRE AGREEMENT**
- a. Each party on behalf of itself acknowledges and agrees with the other party that:
- this agreement constitutes the entire agreement and understanding between the Consultant Company and the Company and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
 - in entering into this agreement neither party has relied on any Pre-Contractual Statement; and
 - The only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement and each party shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.
- 24. VARIATION**
- a. No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 25. COUNTERPARTS**
- a. This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 26. THIRD PARTY RIGHTS**
- a. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the Consultant Company and the Client shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.
- 27. GOVERNING LAW AND JURISDICTION**
- a. This agreement shall be governed by and construed in accordance with the law of England and Wales.
- b. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.
- c. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999. None of the terms of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- Parameter Design Engineering Ltd is incorporated and registered in England and Wales.**
Company number: 06501058.
Registered Office: 19 Station Road, Addlestone, Surrey. UK Company No. 6501058 / VAT Reg: 933292619