

**STANDARD TERMS AND CONDITIONS OF BUSINESS APPLYING TO ALL CONTRACTS
AND PROPOSALS FOR CONSULTANCY WORK UNDERTAKEN BY
TECKPRO LIMITED**

- 1 An estimate of Teckpro's charges and expenses for the assignment is provided in the attached Proposal or Contract. This remains valid for the period stated in the Proposal or for ninety days from the date of submission.
- 2 Invoices for work done or services provided shall be submitted by Teckpro either monthly or at fixed stages as specified in the Proposal. All invoices are payable together with Value Added Tax within thirty days of the invoice date without right of set-off or counterclaim statutory or otherwise.
- 3 If the Client fails to make payment as required by these Terms of Business or if the Client shall go into liquidation or has a Receiver or Administrator appointed then Teckpro shall have a right to cancel any contract and discontinue any work and all sums owing at that time shall become immediately payable as a debt to Teckpro.
- 4 Teckpro reserves the right at any time prior to completion of the Contract to adjust the price to take account of any increase in the cost of raw materials, labour services or other overheads. Any change affecting the proposed estimate will be subject to three months' notice in writing.
- 5 All conclusions, recommendations and forecasts in the Proposal and any subsequent report, letter or communication, both verbal and written, are made in good faith and on the basis of the information available to Teckpro at that time, whether from the Client or information which is in the public domain and the validity thereof will depend, amongst other factors, on the effective co-operation of the Client and the Client's Staff. Hence, no condition, warranty or representation, express or implied, is given as to the results or performance obtained or to be obtained from the services provided by Teckpro and the Client shall be responsible for the proper adaptation of Teckpro's Recommendations to the Client's own circumstances. Teckpro cannot warrant that the work will be outside the scope of any patent or registered design, and will not be liable to the Client for any loss or claim which is not reasonably foreseeable on acceptance of the Proposal.
- 6 Teckpro shall not be liable for any consequential or indirect loss suffered by the Client whether this loss arises from a breach of duty in contract or tort or in any other way (including loss arising from Teckpro's negligence).
- 7 In order to protect the interest of Clients, Teckpro will use its best endeavours to keep confidential for two years from the date of its communication all information supplied by the Client which is defined and designated as confidential in writing at the time of its supply. However this confidentiality shall not extend to any information already known to Teckpro prior to its disclosure by the Client or lawfully received from a third party, or any information already existing in the public domain at the date of its disclosure.
- 8 Reports submitted and advice given by Teckpro are for the use only of the Client concerned, or in turn their clients, and are not to be reproduced or disclosed to third parties without prior consent confirmed in writing by a Director of Teckpro.
- 9 It is a condition of acceptance of the attached Proposal and of any contract arising therefrom that the Client will not, either during the execution of this project or for a period of one year from the completion thereof, recruit or employ either directly or indirectly either full-time or part-time any person who is employed by Teckpro upon or in connection with the execution of this Project without Teckpro's prior consent in writing.
- 10 Title to all industrial or intellectual property arising from the contract including know-how, patents and copyrights made directly or indirectly by officers or employees of Teckpro will belong wholly to Teckpro.
- 11 For the avoidance of doubt, time shall not be of the essence, and Teckpro shall incur no liability to the Client in respect of any failure to complete the work or any part thereof by any date specified whether in the Proposal or otherwise, except where this is specifically agreed in writing by a Director of Teckpro.
- 12 Work done or services undertaken are subject to the above Terms and Conditions and all other conditions warranties and representations, expressed or implied, are hereby excluded unless confirmed in writing by a Director of Teckpro.
- 13 This contract is governed in all respects by English Law and the parties submit to the jurisdiction of the English Courts.
- 14 Any dispute, controversy, or claim arising out of or relating to this transaction which cannot be settled amicably shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within fourteen days of receipt of such notice of some person appointed by the President of the Law Society for the time being. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 or any statutory modification or re-enactment thereof.
- 15 The Parties hereby agree that if any part of these conditions be found to be unreasonable, invalid or unlawful under any enactment or rule of law pertaining thereto the Arbitrator, Court or other competent Tribunal shall have the power to strike out, over-ride or amend that part and enforce these Conditions as if the unreasonable, invalid or unlawful part or parts aforesaid had originally been written in their form as so varied.