

EFFECTECH LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

Definitions and Interpretations

CONSULTANT shall mean EfecTech Limited.

CLIENT shall mean the persons, firm or company engaging the CONSULTANT to provide the SERVICES.

SCOPE shall mean the description of the activities to be performed by the CONSULTANT in accordance with the CONTRACT and any modification thereof as may from time to time be provided or approved in writing to the CONSULTANT by the CLIENT.

SERVICES shall mean the carrying out of the SCOPE as required under the CONTRACT including, but not limited to, the provision by the CONSULTANT of all necessary resources including personnel.

CONTRACT PRICE shall mean the sum payable by the CLIENT to the CONSULTANT for providing the SERVICES in accordance with the price or rates provided and any changes agreed between the PARTIES in accordance with the Variations Clause.

CONTRACT shall mean this Agreement together with the SCHEDULE(S) and any CONTRACT amendment issued subsequent thereto.

PARTY shall mean the CLIENT or the CONSULTANT as the case may be.

PARTIES shall mean the CLIENT and the CONSULTANT.

INTELLECTUAL PROPERTY means any information (including but not limited to financial information, processes, reports, drawings, techniques, know-how, manuals and the like both written and unwritten) patent applications, patents, copyrights and other similar statutory rights owned or controlled by either PARTY in a field which is the same as or is related to the work executed under this CONTRACT.

SCHEDULE(S) means the SCHEDULE(S) attached hereto and any further SCHEDULE(S) agreed in writing between the PARTIES.

Rate of Progress/Completion

The CONSULTANT shall carry out and complete the SERVICES within the period (if any) specified in the CONTRACT or any SCHEDULE attached hereto and, where applicable, in accordance with any programme which has been agreed by the PARTIES.

Payment

The CONSULTANT shall submit to the CLIENT an invoice in accordance with the CONTRACT. Unless otherwise stated in the CONTRACT, payment of the CONTRACT PRICE or part thereof shall be made within thirty (30) days of receipt by the CLIENT of the CONSULTANT'S invoice. All sums payable under the CONTRACT shall be exclusive of Value Added Tax which may be added to the invoice where appropriate. The CLIENT shall pay to the CONSULTANT all Value Added Tax properly chargeable in respect of the SERVICES. The CLIENT shall unless otherwise specified in the CONTRACT make payment, net of any fees, commission or bank handling charges, in Pounds Sterling in the form of a cheque, bankers draft or money order payable on a first class London bank.

The Consultant's Obligations

The CONSULTANT shall perform the SERVICES with skill, care and diligence in accordance with the terms and conditions of this CONTRACT and in accordance with the Code of Professional Practice published by the Royal Society of Chemistry. However, no warranty, condition or representation is made, given or implied as to the use of any written advice or opinion and the CLIENT shall be entirely responsible for the use to which it puts any written advice or opinion and shall indemnify the CONSULTANT against any claims arising out of any such use. If the CLIENT notifies the CONSULTANT of any deficiency in the SERVICES, which in the reasonable opinion of the CONSULTANT is attributable to the CONSULTANT, the CONSULTANT shall, without prejudice to the CLIENT'S other rights, promptly remedy the deficiency in the SERVICES. All costs of such remedy shall be borne by the CONSULTANT.

Liabilities and Indemnities

The CONSULTANT shall be liable for and shall indemnify, defend and hold the CLIENT harmless from and against any and all losses, costs, damages, and expenses arising from or as a consequence of the injury or sickness, disease or death of any person(s) and the loss or damage of property insofar as the aforementioned is caused by the negligence of the CONSULTANT in the performance of this CONTRACT. The CLIENT shall be liable for and shall indemnify, defend and hold the CONSULTANT harmless from and against all other losses, costs, damages and expenses caused by any means whatever including the negligence of the CLIENT. The CONSULTANT shall be liable to the CLIENT for any defects in the performance of the service arising from the CONSULTANT'S negligence, save and except that the CONSULTANT'S maximum liability shall in the aggregate be limited to the CONTRACT PRICE for a period of no longer than 12 months from the completion of the SERVICES. Neither PARTY shall be liable to the other for any indirect consequential or economic loss suffered by the other including but not limited to loss of use profit production revenue, interest or for business interruption arising under or in connection with this CONTRACT or the provision of the SERVICES and each shall indemnify, defend and hold the other harmless against any indirect consequential or economic loss of its own.

Confidentiality

The CONSULTANT shall keep confidential any and all information disclosed by the CLIENT in respect of the SERVICES and shall neither use the same other than for the purpose of performing the SERVICES nor disclose the same to any Third Party (other than the CONSULTANT'S own personnel to whom disclosure is necessary in the provision of the SERVICES) without the prior written approval of the CLIENT. The CLIENT shall keep confidential any proprietary information of the CONSULTANT disclosed to it under or in connection with this CONTRACT and shall neither use the same other than for the purpose of the SERVICES nor disclose the same to any Third Party (other than the CLIENT'S own personnel to whom disclosure is necessary for the purposes of the SERVICES) without the prior written approval of the CONSULTANT. The foregoing restrictions on disclosure and use of information shall not apply to the information which at the time of disclosure is or which after disclosure becomes part of the public domain (other than by a breach of this Clause), or the recipient can show was in its possession prior to disclosure, or is or shall lawfully become available from a source having a right to disclose the same.

Publicity

The CLIENT shall obtain written approval from the CONSULTANT prior to making publicity releases or announcements including advertisements regarding either the CONTRACT or the ACTIVITIES of the CONSULTANT related to its participation in the CONTRACT.

Ownership of Reports and Documents

Any written advice opinion or other documents specifically prepared by the CONSULTANT under the SERVICES for the CLIENT shall become the CLIENT'S property. Any other written advice opinion and document submitted to the CLIENT shall remain the property of the CONSULTANT and the CLIENT shall not deal dispose disclose destroy or otherwise treat such documents in a manner inconsistent with the CONSULTANT'S ownership of the same. On completion of the SERVICES or the earlier termination of this CONTRACT the PARTIES shall each return any document of the other which that PARTY had obtained under this CONTRACT. Any document covered by the provisions of the foregoing Clause (Ownership of Reports and Documents) shall be treated as information and shall be subject to any duty of confidentiality for the purposes of the Confidentiality clause above.

Intellectual Property

All INTELLECTUAL PROPERTY owned by each PARTY prior to the commencement date of this CONTRACT shall continue to be the sole property of that PARTY.

Force Majeure

Neither PARTY shall be liable for any failure or breach under this CONTRACT if such failure or breach has been caused by reason of Force Majeure which shall mean circumstances beyond the reasonable control of that PARTY so effected including but not limited to illness, death or resignation of personnel, Acts of Government, Acts of God, industrial action or failure to obtain permits licences or registrations. The CONSULTANT and CLIENT shall take all reasonable steps necessary to mitigate the effect of Force Majeure upon the SERVICES.

Termination

The CLIENT may terminate this CONTRACT by giving the CONSULTANT 14 days notice in writing. In the event of termination, the CLIENT shall pay the CONSULTANT for SERVICES performed up to the date of termination and all other reasonable costs incurred up to that date. Either PARTY may be entitled to terminate the CONTRACT forthwith and recover damages from the other PARTY if the other PARTY fails to rectify satisfactorily any breach of its obligations under the CONTRACT within 20 days of written notice specifying the breach. Notwithstanding any right or remedy available to the offended PARTY the CONSULTANT shall be entitled to payment for all work performed up to the date of termination and the CLIENT shall receive all such work or reports to which it is entitled up to the date of termination. Either PARTY may terminate the CONTRACT forthwith should the other PARTY become bankrupt or insolvent or make or, attempt to make any composition or scheme of arrangement with its creditors or any of them or being a corporation pass a resolution for winding up or an order is made by the court that the CONSULTANT shall be wound up (other than a voluntary winding up for the purposes of amalgamation or reconstruction) or if the court shall make an administration order in respect of the consultant or a receiver or manager is appointed by the court or the CONSULTANT'S creditors or any of them.

Assignment

Neither PARTY shall assign this CONTRACT without the prior written consent of the other.

Waiver

No term of the CONTRACT shall be considered waived by either PARTY unless executed in writing. No such waiver shall be a waiver of any past or future default, breach or modifications of the terms of the CONTRACT unless expressly set forth in such waiver. The non-enforcement of any terms of the CONTRACT by either PARTY shall not be construed as a waiver of or otherwise prejudicial to the rights of such PARTY under this CONTRACT or at law or equity.

Entirety of Contract

This CONTRACT comprises the entire agreement between the PARTIES and supersedes all previous communications, representations or agreements between the PARTIES with regard to their respective rights and obligations here under.

Variations

The CLIENT may direct the CONSULTANT to alter, add, omit or otherwise vary the SERVICES or any part thereof provided that if the CONSULTANT is of the opinion that such variation(s) shall involve an addition to or deduction from the CONTRACT PRICE, the CONSULTANT shall advise the CLIENT as soon as reasonably possible in writing to that effect. The CONSULTANT shall carry out such variations and be bound by the same conditions so far as applicable as though the said variations were stated in the CONTRACT. No amendment to the CONTRACT shall be binding on the PARTIES unless in writing and signed on behalf of both PARTIES by their duly authorised agents.

Access and Safety

Where appropriate, the CONSULTANT shall afford the CLIENT reasonable access to witness the SERVICES carried out at the CONSULTANT'S test site together with any other persons nominated by the CLIENT and approved by the CONSULTANT. The CLIENT'S personnel and any other person(s) nominated by them to witness the services shall comply with the prevailing safety rules and regulations in operation at the test site.

Notices

All notices or written communication between the PARTIES shall be given in writing and be delivered by hand or sent by telex, facsimile or recorded delivery post to the address of the relevant PARTY as stated herein or to any subsequently notified address. Any notice sent by telex or facsimile shall be deemed to have been served at the time of transmission. A notice sent by post shall be deemed to have been served four (4) days after posting.

Governing law

The construction and performance of the CONTRACT shall be governed by the laws of England.