

4.1 The Project to be undertaken by us will be as specified in the Proposal but, where given, time limits, projected results and performance specification quoted are best estimates only. Time shall not be of the essence for performance of the Services

4.2 All our work is undertaken in good faith and we will use all reasonable endeavours to ensure accuracy. Advice, information, findings, results and professional opinions, diagnoses and interpretations which we give you are given on the understanding that they are subject to normal experimental error and that the advice given or conclusions drawn are based on the evidence, methods, techniques and scientific knowledge at the time. We do not guarantee that any of the foregoing arising out of the Project will meet your expectations and we shall have no liability where any error is attributable to any of the foregoing. Our work is undertaken on the basis that the outputs will be used for the purposes detailed in the Proposal. We will have no liability or responsibility to you (or any third party) for any use you make of, or for any reliance which you may place on, our advice, information, findings, results and professional opinions, diagnoses and interpretations for any purposes which are not within the scope of the Proposal.

4.3 Furthermore, where the Contract requires the carrying out of tests or the giving of professional opinions or interpretations:-

4.3.1 tests for which we do not hold the relevant accreditation may be sub-contracted;

4.3.2 professional opinions, diagnoses and interpretations will be based on experimental or test results and may be given by a sub-contractor nominated by us (and, if so, will be identified as such in the report given to you); and

4.3.3 experimental or test results generated from non-accredited methods may be used in providing professional opinions, diagnoses and interpretations and will be noted as such in the report given to you.

4.4 You will provide us, our agents, sub-contractors and employees in a timely manner and at no charge with access to your premises where required for the Project and be responsible at your own cost for preparing and maintaining your premises for the supply of the Services.

5. Orders and Specifications

5.1 No offer which you submit shall be deemed to be accepted by us unless 155(ber)-3()0.000841(wi)-7(l)5(l51(or)4

6.2 In respect of Goods supplied under this Contract, except as otherwise stated in our quotation or any price list, and unless otherwise agreed in Writing between you and us, all prices are given by us on an ex-works basis.

6.3 Prices stated in our Proposal, quotations and price lists are exclusive of applicable VAT, unless otherwise stated. You shall be liable to pay any applicable Value Added Tax to us.

7.

9.2 Our Background IPR in any data, information, goods or materials supplied to you by us shall not pass to you, but shall remain vested in us (or in any third party who may have such rights in goods or services supplied to us) and, unless expressly authorised to do so in terms of the Contract, you may

data and equipment relating to the Project provided by you to us for the period agreed between the parties as stated in the Proposal.

11. Your Property

11.1 All equipment, materials and apparatus supplied either by you or on your instructions shall be delivered to, assembled, maintained, dismantled and collected from our premises by you or your agent free of all charge to us. If any equipment, materials or apparatus remain uncollected six months after we have notified you that it is ready for collection, we reserve the right to dispose of the equipment, materials or apparatus as we think fit without compl

16.2.1 the other party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

