

TERMS OF BUSINESS

1. GENERAL

1.1 All services are carried out on the basis of the following Terms and Conditions, unless otherwise agreed in writing.

1.2 The Project Aims, Estimated or Quoted Price and Completion Date may be set out in a separate Job Workscope.

2. QUOTATIONS & ESTIMATES

2.1 An Estimate for supply of services is valid for 30 days from date of issue.

2.2 When an Estimated Price is provided and it appears likely to LBA that the Estimate will be exceeded, then LBA will advise the Client who shall have the option to either terminate the Contract, or to negotiate an additional fee for completion of the work.

3. PERFORMANCE

3.1 LBA will use its best endeavours to achieve the Project Aims at the agreed price and within an agreed timeframe.

3.2 LBA does not warrant that the Project Aims can be met, but LBA will notify the Client promptly if it concludes that it cannot or is unlikely to achieve them.

3.3 LBA shall not be liable for any delays attributable to circumstances beyond its control, such as the non-performance of other Contractors, or Suppliers of goods or services.

4. PAYMENT

4.1 Payment for all services is due on the 20th of the Month following the date of issue of Invoice.

4.2 In the case of Projects that are greater than one month in duration, invoices may be issued on a monthly basis.

4.3 If any payment is overdue LBA may withhold or suspend supply of services until such payment is made.

5. CONFIDENTIALITY

5.1 LBA shall keep in confidence all confidential information it has received from the Client in order to carry out the Project Aims.



**LES BOULTON
& ASSOCIATES LIMITED**

MATERIALS AND CORROSION CONSULTANTS

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5.2 LBA shall keep the results of work undertaken on behalf of, and paid for by the Client, as confidential to the Client.

5.3 The use of the name of "Les Boulton & Associates Limited" in conjunction with any marketing of goods or services requires the prior approval of the Principal of LBA.

6. OWNERSHIP

Property in any services provided under this contract shall pass to the Client only on the full performance of the obligations of the Client, including the payment of all amounts payable to LBA.

7. LIABILITY & INDEMNITY

7.1 Except for the express warranties contained herein LBA shall be under no liability in respect of the provision of services under this contract.

7.2 LBA shall not be responsible for any special, indirect, incidental or consequential damages, nor for any loss of profits or injury, arising from the provision of the services.

7.3 The Client shall indemnify LBA against all liability of whatever kind arising from the Client's use of the services supplied by LBA.

8. TERMINATION

The Project shall terminate:

- (a) upon completion of the project aims by LBA and payment by the Client or
- (b) upon mutual agreement of the parties.