

Standard Conditions of Business

1. General

- a. "The Company" shall mean mvr associates Ltd.
- b. "The Services" shall mean the services, which are the subject of this contract.
- c. "The Customer" shall mean the person, firm or company who contracts to purchase in full or in part the services of the Company.
- d. Any Contract entered into by the Company for the supply of services is subject to these conditions. Any writing on or attached to any purchase order form document or correspondence shall not be included or implied unless previously agreed upon in writing and signed by an authorised officer of the Company.
- e. No order for supply of services arising from a quotation or otherwise shall be deemed to be accepted or constitute a legally enforceable contract with the Company until accepted in writing by the Company or until commencement of the services which ever shall be the earlier.
- f. No responsibility is accepted by the Company for any inaccuracy or error in orders given by telephone.

2. Descriptions and Specifications

The descriptions, specifications and illustrations contained in marketing leaflets or descriptive matter produced by or on behalf of the Company shall not form part of the Contract and no report, representation or statement made by any servant or agent of the Company shall be binding by the Company.

3. Time

Any date or period quoted by the Company for completion of the services is given in good faith by way of estimate only. While the company will endeavour to complete the services within the period stated, such date or period is not to be of the essence of the Contract and the Customer shall be bound to accept completion of the services as and when possible.

4. Price

- a. All prices both quoted and printed are exclusive of V.A.T. and other costs unless expressly specified to the contrary.
- b. The Company reserves the right at any time prior to completion of the Contract to adjust the price to take account of any increase in any taxes or duties or other matters affecting the cost to the Company in complying with the Contract.
- c. The Company reserves the right to amend any accidental errors and omissions in quotations and invoices.

5. Payment

- a. Time for payment shall be of the essence.
- b. The Customer shall have no right to set off, Statutory or otherwise.
- c. The Company reserves the right at any time at its discretion to demand security for payment before carrying out or completing a Contract.
- d. In the event of non-payment, late payment or other default by the Customer the Company shall be entitled to recover all legal costs thereby incurred together also with interest on the monies outstanding calculated at 5% above the Barclays Bank PLC base rate from time to time.

6. Liability

- a. The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from a breach of duty in contract or tort or in any other way, including loss arising from the Company's negligence. Non-exhaustive illustrations of consequential or indirect loss would be:
 - i. loss of profits
 - ii. loss of contracts
 - iii. damage to property of the Customer or anybody else
 - iv. personal injury to the Customer or anybody else (except so far as such injury is wholly attribute to the Company's negligence)
- b. The Company shall not under any circumstances be liable in the event of the client's failure to obtain due certification from any relevant regulatory authority.
- c. The Customer hereby agrees to indemnify the Company against all claims made against the Company by any of the Customers' employees, customers or any other person for which liability would have been excluded by this clause if the claim had been made against the Company by the Customer.
- d. The Customer undertakes and agrees to take out adequate insurance cover with an insurance office of repute to cover

liability accepted by it in this clause 6c) and at request agrees to produce a copy of the insurance policy or policies and relevant renewal or receipts for inspection by the Company.

- e. The Company shall not be liable in any way for any damages direct or consequential as a result of use of its services other than that agreed, nor for any use not stated and agreed in the Company's specifications, nor for any fault or defect arising from the Customers failure to disclose relevant and pertinent information to the Company. Where the purpose of the services is misrepresented or omitted the Company shall be under no obligation in any manner and responsibility and liability shall pass to the Customer.

7. Reports

The Company shall retain all intellectual property and other rights in any reports prepared for the Customer. The Company shall have no right to disclose the contents of such report to any other person whether for payment or otherwise except with the prior consent of the Customer, such consent not to be unreasonably withheld.

8. Force Majeure

- a. The Company shall not be liable for any failure to deliver the services arising from circumstances outside the Company's control.
- b. Non-exhaustive illustrations of such circumstances would be Acts of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations, delay by suppliers, accidents, shortage of materials, labour or manufacturing facilities.
- c. Should the Company be prevented from proceeding in the above circumstances it shall give the Customer written notice of this fact as soon as reasonably practical after discovering it.
- d. If the circumstances preventing continuation are still continuing six months after the Customer receives the Company's notice, then either party may give written notice to the other cancelling the Contract.
- e. If the Contract is cancelled in this way, the Company will refund any payment which the Customer has already made on account of the price (subject to deduction of any amount the Company is entitled to claim from the Customer) but the Company will not be liable to compensate the Customer for any further loss or damage caused by the failure to deliver.

9. Cancellation

- a. If the Customer shall fail to pay the contract price to the Company on the due date, or if an actual person, die or be the subject of an order under the Mental Health Act 1959, or if any distress or execution is levied up to the Customers property or assets or if the Customer shall offer to make any scheme or arrangement with creditors or commit any act of bankruptcy or, being a Company, has a receiver appointed for any part of its undertaking or assets or if a resolution for winding up shall be passed, then the Company may treat all sums due or to become due on any delivery as immediately payable or suspend or cancel future works or require payment in advance therefore.
- b. Cancellation of the order by the Customer for whatever reason shall entitle the Company to payment of all costs, expenses and losses of the Company arising therefrom. Such notification of cancellation by the Customer shall not be deemed to have been accepted by the Company in the absence of specific agreement by the Company in writing to that effect. In all cases the Company reserves to itself any rights that it may have in law.

10. Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given or sent or delivered to the party concerned at its address specified overleaf or such other address as the party may from time to time notify in writing and shall be deemed to have been served, if sent by post, forty-eight hours after posting.

11. Assignment

Neither the Company nor the Customer shall assign or transfer or purport to assign or transfer the Contract or the benefits thereof to any other person without the prior consent of each other.

12. Proper Law and Jurisdiction

The Contract shall be governed by and constructed in accordance with English Law and all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the English Courts.