

TERMS AND CONDITIONS SERVICE PROVISION

1. Definitions and interpretation:

Within these Terms and Conditions:

“Contract” shall mean the Contract for the services in accordance with these Terms and Conditions;

“Company” shall mean Raeluce Limited;

“Customer” shall mean any person, persons, firm or company with whom the Company enters into a Contract for services, including their principle;

“Deliverables” shall mean documents the subject of the Contract including reports, data, drawings or any other specified in our Quotation;

“Quotation” shall mean a Quotation in Writing issued by the Company to the Customer in respect of services;

“Order Acknowledgement” shall mean confirmation in Writing issued by the Company of the Customer’s order;

“Writing” shall mean any communication in traceable form whether by email, fax, letter or otherwise.

2. Quotation

- a) Unless previously withdrawn by the Company, which may be done without prior notice, any Quotation is open for acceptance for seven days from submission, unless otherwise agreed by the Company in Writing.
- b) The Company’s Quotation includes only the services described therein. Any Quotation given shall not place the Company under any duty or liability to the Customer.
- c) Prices quoted are net and do not include VAT or any other sales tax payable by the Company which extra charges shall be added to the price and be payable by the Customer. Stenographic or clerical errors are subject to correction.
- d) If the cost to the Company in performing its obligations under the Contract increases or is reduced after the date of Quotation by an amendment of any law or order, regulation or by-law, duty or tax, the amount of such increase or reduction shall be added or deducted from the price.

3. Acceptance

- a) Customer acceptance of a Quotation provided by the Company must be accompanied by sufficient information to enable the Company to proceed with the services; otherwise the Company shall amend the Quotation prices to cover any increases in cost which have taken place after acceptance.
- b) The Company shall not be bound to accept changes to services after acceptance but shall endeavour, subject to agreement of any necessary revision to the price and estimated date of Deliverables, to meet any reasonable request.
- c) The Company only accepts responsibility for compliance with any relevant codes, regulations, standards or rules referred to in the Company's Order Acknowledgement.

4. Customer orders

- a) Customer Orders are accepted by the Company on these Terms and Conditions, which form part of the Contract between the Company and the Customer, to the exclusion of all other Terms and Conditions unless expressly accepted in Writing by an authorised signatory of the Company.
- b) Acceptance by the Company of any order from the Customer shall be constituted by an Order Acknowledgement; upon such time the Contract between Company and Customer shall be legally binding.

5. Assignment

The Customer shall not assign any benefit or burden under the Contract without the Company's express consent in Writing. The Company shall be entitled to sub-contract or assign its rights and/or obligations under the Contract.

6. Deliverables

- a) Dates for Deliverables included in any communication or documentation from the Company are estimates given in good faith. It is expressly stated that any such date shall not form an essential part of the Contract and the Company shall not be liable for any loss incurred by the Customer by reason of any delays caused by factors beyond the Company's reasonable control.
- b) If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay of the Deliverables.

7. Warranty

- a) The Deliverables shall comply with the description provided in the Contract and any codes and specifications described therein.
- b) In the event the Deliverables do not conform to this warranty, the Customer shall provide notice in Writing thereof.

8. Liability

- a) Save as provided in this clause, the Company shall not be under any liability whether in Contract, tort or otherwise in respect of errors in Deliverables or for any injury, damage or loss resulting from such errors.
- b) The Company shall have no liability in respect of any damage, loss, personal injury or death resulting from the failure to observe any information or advice in the Deliverables supplied or to be supplied by the Company, and the Customer agrees to indemnify the Company in respect of any claim brought against the Company in respect of any such damage, loss, personal injury or death. Nothing in the Contract shall remove liability on the part of the Company for death or injury caused by its negligence.
- c) Save as provided herein, there are excluded from the Contract as far as is permissible at law all representations, conditions, warranties and Terms, whether express or implied. Fitness for service (including wear) for any purpose is expressly excluded.
- d) Notwithstanding anything to the contrary herein or otherwise, the maximum liability of the Company however arising from or in connection with the Contract Deliverables which fail to comply with the material Terms of the Contract shall be a revision of the Deliverables or a refund at the Companies discretion, except in respect of death or personal injury caused by the Company's sole negligence.
- e) The Company shall not be liable to the Customer or to any other person for any immediate, foreseeable, consequential, incidental, or indirect loss or damages (including damages to plant, loss of profit, loss of business opportunity, loss of anticipated savings, loss of goodwill, injury, loss or damage incurred) arising directly or indirectly in connection with the Deliverables.
- f) The Customer shall be liable to pay to the company on demand all reasonable costs, charges or losses sustained or incurred by the company (including, without limitation, any direct, indirect or consequential losses, loss of profit, opportunity or reputation, loss or damage to property and those arising from injury to or death of any person arising directly or indirectly) from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the company confirming such costs, charges and losses to the Customer in writing.

9. Prices, variations and adjustments

- a) The price stated by the Company in the Contract is based on information available to the Company at the date thereof. If between the date of the Contract and date of Deliverables there shall be any variation in the cost of software, labour or otherwise, the Company may at its absolute discretion adjust the price to take account of such variation.
- b) If work is delayed or suspended due to Customers instruction or lack thereof, failure to provide a full specification, mistakes or otherwise; additional charges may be made as a result of extra expenditure by the Company.

10. Payment

- a) The price in full including all taxes, duties and charges will be due 30 days from the invoice date. Payment shall be made free of charges of collection or exchange. Time of payment is of the

essence of the Contract and the Company reserves the right to suspend the provision of services to the Customer where any amounts are overdue under any Contract until all such amounts have been paid.

- b) Where the Contract provides for partial Deliverables the Company shall be entitled to withhold release of any subsequent instalments until the Customer has paid for every previous instalment released by the Company. If payment is not made in accordance with this clause all monies owed by the Customer to the Company in respect of any order shall immediately become due and payment recoverable.
- c) In the event that payment of the price in full is not received by the due date, interest thereon shall be chargeable on the outstanding amount at 3% above clearing banks base rate from the due date until payment is received in full.
- d) The Customer shall not be entitled to withhold any amount payable to the Company under the Contract because of any claim of the Customer in respect of an alleged breach of the Contract.
- e) In the event the Company institutes collection or legal proceedings to collect overdue amounts from the Customer, Customer agrees to pay all costs and expenses incurred by the Company, including attorneys' fees and court costs.
- f) All orders are subject to the creditworthiness of the Customer. Where the Company deems that the creditworthiness of the Customer is in doubt, the Customer may be required to pay for the services at the time of order or before Deliverables are presented to the Customer.

11. Set off

The Company shall have the right to set off any sum of money owed to the Company by the Customer, against any sums due to the Company from the Customer.

12. Cancellation, termination and damages

- a) The Customer may cancel this Contract only with express permission in Writing from the Company, and agreement to pay for work already performed under the Contract.
- b) Without prejudice to any other right available to it, the Company may terminate the Contract with immediate effect if:
 - I. The Customer after due warning from the Company commits or continues to commit a material breach of the Customer's obligations under any Contract with the Company.
 - II. Any arrestment or any other legal process is carried out upon any of the Customer's assets.
 - III. The Customer makes or offers to make any arrangement with creditors or becomes bankrupt or apparently insolvent or is sequestered, or if any petition or receiving order in bankruptcy shall be presented against it, or if the Customer is a Company, any resolution or petition for winding up the Customer shall be passed or presented or a liquidator, receiver, manager, administrator, judicial factor, or committee shall be appointed over the Customer's undertaking property and assets or any part thereof or the Customer carries out or undergoes any analogous act or proceeding.
- c) Without prejudice to any other rights available to it, the Company shall in the event of cancellation or termination of the Contract, be entitled to recover from the Customer:
 - I. The quoted value of any work completed on the Customer's behalf at the date of cancellation or termination;

- II. The value of any such work begun but not completed at such date, such value to include the cost of labour, overheads and a fair profit.

13. Force Majeure

- a) The Company shall not be liable to the Customer for its failure or delay to perform its obligations as a result of a force majeure conditions or other such events beyond the Company or sub-Contractors reasonable control. Such events include, but are not be limited to, fires, floods, earthquake, explosions, accidents, severe weather conditions, strikes, sabotage, war, riots, insurrection, government actions or conditions resulting therefrom. The Company will promptly notify the Customer in such an event and shall keep the Customer apprised of the status of performance. The Company shall resume performance as soon as practical upon removal of the force majeure condition.
- b) In the event of force majeure, the Contract may be terminated or suspended by the Company at its sole discretion. Cancellation or suspension as per this clause shall not constitute a breach by the Company of its obligations under the Contract, and the Company shall not be liable to the Customer for any delay or damage caused by reason of such cancellation or suspension.

14. Severability

- a) If any clauses of these Terms and Conditions are held to be invalid or unenforceable, this shall not affect the validity or enforceability of other clauses. All clauses are hereby declared severable.
- b) The headings of these Terms and Conditions are for reference only and shall not affect the construction hereof.

15. Governing Law

Unless otherwise agreed in Writing, the Contract shall be governed and construed in accordance with the laws of England and Wales and subject to their jurisdiction.

16. No waiver

Failure of the Company to exercise any rights under the Contract for a breach thereof shall not be construed as a waiver of any such rights, nor shall the same be deemed to be a waiver of any subsequent breach.

17. Indemnity

The Customer shall indemnify, defend, and hold the Company harmless from any losses or damages sustained and from and against all claims asserted against the Company with respect to the Deliverables covered in the Contract arising in whole or in part out of:

- a) Failure of the Customer, its agents or employees to follow specifications and codes relating to the design and construction of systems of which Deliverables supplied under this Contract form a part.
- b) Any claims of patent, trademark, or intellectual property infringement of the Deliverables.
- c) The Customer, its agents or employees failing to comply with legal requirements.
- d) Negligence of the Customer, its agents or employees.