

**AOG INSPECTION LIMITED**  
Unit 18B, Crawley Mill Industrial Estate, Witney, Oxfordshire OX29 9TJ

Standard Conditions of Business

1. Unless otherwise specifically agreed in writing and signed by a director or other duly authorised representative of AOG Inspection Limited (hereinafter called "the Company") the Company undertakes services in accordance with these standard conditions. Accordingly all offers or tenders or services are made subject to these conditions and all resulting contracts, agreements or other arrangements will in all respects be governed by these conditions. In particular, without prejudice to the generality of the foregoing, these terms and conditions shall prevail over the terms and conditions of any instructions or contract submitted by the Client (as hereinafter defined) and the Client expressly accepts this condition when it gives instructions to the Company, whether or not those instructions include such terms and conditions.
2. Without prejudice to the impartiality of the findings recorded in any certificate or report of the Company all services are performed by the Company as agent for the person by whom or on whose behalf the instructions are given to the Company (hereinafter called "the Client") and not for any other person. The Company shall not act upon the instructions of any other person without express or implied authorisation by the Client, and reports and certificates issued by the Company shall be delivered only to the Client unless the Client gives express or implied instructions to the contrary.
3.
  - a) Services offered by the Company are open for acceptance by the Client at the price quoted for 30 days from the date of offer unless otherwise agreed in writing by the Company but in the event that incorrect or insufficient information has been given to the Company on which it has based its offer the Company may amend the price quoted at any time. If at such time the offer has been accepted the amended price shall be based on a fair and reasonable remuneration for the services performed or to be performed.
  - b) All reasonable travelling and subsistence expenses incurred by the representatives of the Company performing the services shall be reimbursed at cost plus 7.5% against receipts by the clients to the Company in addition to payment for services.
  - c) Where no other terms have been agreed in writing by the Company payment in respect of services rendered and expenses incurred shall be due 30 days after invoice date and in the event of late payment interest thereon shall be payable at a rate of 4% per annum above the base lending rate of Lloyds Bank PLC from the date of the invoice until payment.
  - d) Quoted prices are exclusive of V.A.T. which shall be paid by the Client at the rate and in the manner for the time being provided by Law.
  - e) In the event that payment is not made by the due date as aforesaid the Company reserves its right to cancel or render invalid and demand and have returned to it immediately upon request any certificates of inspection or reports prepared on behalf of the Client.
4. The Company shall not be bound by or deemed to have notice of any contract between the Client and any third party, and the terms of such contract shall not extend or restrict the Company's duties or obligations unless it is otherwise expressly agreed in writing between the Company and the Client.
5. The Company shall have a general lien over all goods of the Purchaser in its possession for all monies due to the Company or liabilities incurred by the Company upon whatever account and shall also be entitled to apply any monies of the Purchaser held by it under one contract to the discharge of monies due to it under any other contract. The Company shall be entitled to charge rent and other expenses incurred during all periods during which a lien on Goods is being asserted. Further, if the Company exercises its right of lien over any Goods then if monies due are not paid within three months after it has first retained such Goods the Company shall have power, without giving notice, to sell the whole or part of such Goods to cover the monies due and expenses of sale.
6. The Company shall use its reasonable endeavours to implement any changes to the instructions which the Client may initially provide and the Client shall bear all costs resulting from such changes. In the event that the client shall fail to give the Company reasonable notice of such changes; or the changes represent a material departure from the services initially requested; or the changes require the provision of goods or services in addition to those previously requested by the Client and taken into account in the price quoted the cost of any changes shall be taken into account in the final invoice.
7. Nothing in these conditions shall prevent the Company entering into any sub-contract for the performance of the whole or any part of the services by any person or Company unless the Client gives express instructions in writing to the contrary and those instructions are agreed by the Company, such agreement not to be unreasonably withheld. If such a sub-contract is entered into the Company shall not be under any greater liability for any act of omission of the sub-contractor in the performance of the services than if the Company had performed the services itself

8. The Client agrees that it will:-

- a) Ensure that accurate instructions to the Company are given in due time to enable the required services to be performed effectively;
- b) Procure all necessary access for the Company's representatives to the goods, premises, and installations;
- c) Supply, if required, any special instrument necessary for the performance of the required services, and be responsible for the provision and the correct labelling of samples;
- d) Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the services and will not rely, in the respect, on the Company's advice whether required or not;
- e) Take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services;
- f) Fully exercise all its rights and discharge its liability under any relevant contract of sale whether or not a certificate or report has been issued by the Company.
- g) Pay the sum due to the Company promptly and in accordance with Condition 3 c) or the terms agreed with the Company without any deduction or set off.

9. If material to be tested is brought to the Company's laboratories then the material shall be tested and stored at the sole risk of the Client. Upon completion of the test the Client shall at its own risk and expense collect the material from the Company's laboratories and if the Client has not done so within 30 days from the notification to it by the Company that the tests have been completed then the Company shall be at liberty to dispose of the materials in any reasonable manner and at the expense of the Client.

10. The Company will issue certificates of inspection and reports subject to Clause 3 e) which reflect the Company's opinion on matters within the limitation of instructions received by the Company is under no obligation to refer to or report on any facts or circumstances which are outside the specific instructions received.

11. a) The following provisions set out the Company's entire liability to the Client (including any liability for the acts and omissions of its employees, agents or sub-contractors) in respect of 11 a).

- (i) any breach of their contractual obligations;
- (ii) any tortious act or omissions; and
- (iii) any innocent or negligent misrepresentations.

b) The Company's aggregate for all claims arising howsoever in connection with the Agreement for the provision of testing services including without limitation any accidental physical damage to the tangible property of the Client due to the negligence or otherwise of the Company or its employees or consultants in performing the Services shall be limited to the amount of the aggregate fees or commission payable in respect of the Services under this Agreement.

c) The Company shall not in any circumstances be liable to the Client for any consequential loss. In this clause "consequential loss" includes (without limitation) losses resulting from claims against the client for breach of contract, loss or profit, loss of business, loss of goodwill and loss of reputation.

d) Notwithstanding anything to the contrary contained in Clause 11, the Company's liability to the Client for:-

- (i) death or personal injury caused by the negligence of the Company or its employees, agents or sub-contractors which it is liable; or
- (ii) damage suffered by the Client as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Service Act 1982 (if either is applicable); or
- (iii) liability under the Consumer Protection Act 1987

shall not be limited (although nothing in this Clause 11 shall confer any right or remedy upon the Client to which it would not otherwise be entitled).

e) The provisions of this Clause 11 shall survive any termination of this agreement.

12. The Client shall hold harmless and indemnify the Company its officers, servants, agents and sub contractors against all claims made by any third part for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any services hereunder to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in Clause 11.

Registered Office: 22b High Street, Witney, Oxfordshire OX28 6RB Registered in England and Wales.  
Registration Number: 9130323 – VAT No: 192 3192 06

13. In the event of the Company being prevented by any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Client will pay to the Company:-
  - a) The amount of all abortive expenditure actually made or incurred.
  - b) A proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
14. The Client shall be entitled to cancel the testing on written notice at any time in which event it shall be responsible for costs payable and all expenses properly incurred by the Company in relation to the testing up to the date of cancellation, together with all such expenses directly attributable to the cancellation. In addition the Client shall pay to the Company a cancellation charge equivalent to two days fees per technician. There shall be deducted from any sums payable under the provisions of this clause the aggregate of any payments made by the Client prior to the date of cancellation.
15. In the event that any provision or provisions of these conditions shall be held or deemed to be unlawful or invalid or unenforceable in whole or in part by any competent court then such provision or part thereof shall be ineffective and severed from these conditions without modifying any other provisions of these conditions which shall otherwise remain in full force and effect.
16. These conditions and all agreements between the Company and the Client shall be construed in accordance with and governed by English Law and any dispute arising between the Company and the Client shall be subject to the jurisdiction of the English Courts provided that:-
  - a) The Company may at its sole option elect to proceed or consent to proceedings in any other jurisdiction.
  - b) No waiver by the Company of any breach of these conditions or any other term or condition of any agreement between the Company and the Client shall be considered as a waiver of any subsequent breach of the same or any other provision of these conditions or such agreement.
  - c) Either party may elect to have the dispute referred to the arbitration of a single arbitrator in London to be nominated, in default or agreement between the parties, by the President for the time being of the Institute of Arbitrators, such election shall be made by written notice by one party to the other not later than 21 days after a receipt of a notice given by one party to the other of a dispute having arisen under the contract.
17. The Client shall not, without the prior written consent of the Company, at any time from the date of commencement of provision of the services to the expiry of twelve months after the last date of supply of services, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee of the Company in the provision of the services.

#### **Whole Agreement**

These terms plus the attached quotation contain the whole agreement between the parties and supersede any prior written or oral agreement between them in relation to its subject matter and the parties confirm they have not entered into the agreement for the provision of testing service on the basis of any representations whatsoever that are not expressly incorporated to this agreement.