

## **TERMS AND CONDITIONS**

### **1.0 Definitions**

- 1.1 "Wemtech CTS" Means the Company called Wemtech CTS Ltd
- 1.2 "CLIENT" the organisation placing an order/contract with Wemtech CTS
- 1.3 "CONSULTANT" The specialist used in connection with the project.
- 1.4 "PROJECT" The workload referred to in order / quotation.
- 1.5 "TECHNOLOGY" products, methods, processes, know-how, including improvements in any form. All recorded material defining describing or illustrating such matter in writing or other recordable media, stored in human or machine form.
- 1.6 "SOLUTIONS" Any component or device or modification to the clients' product, to move that product, from Non-compliant to compliant is deemed a solution.

### **2.0 Wemtech CTS Obligations**

- 2.1 Wemtech CTS will make its best endeavours to provide to the client the work set out in the proposal for the project, the client having previously agreed that proposal. If during the course of the project, factors arise which indicate that the problem is insoluble or that the effort and time required will exceed the estimate then Wemtech CTS reserve the right to terminate the project or renegotiate a new project based on information revealed. In forgoing circumstances the client will be informed of Wemtech CTS intention to terminate the project. The client will receive the results of the work up to the point of termination and will pay a pro rata proportion of the charges related to the number of days already completed on the project. Minimum allowable portion will be one day plus travel expenses.
- 2.2 The agreed fees are based on a day and must include travelling time to and from Wemtech CTS where an overnight stay is not included
- 2.3 For projects abroad we shall take all reasonable steps to ensure our test equipment is on the clients site when required. We cannot cover unscheduled delays at Customs. It must be at the clients risk if through Custom delays, inclement weather, acts of God etc, if the consultant or the test kit is delayed for reasons beyond our control.

### **3. The Clients Obligations**

- 3.1 It is incumbent on the client to have the right equipment ready (operational) for test. We are prepared to wait on site if this is not the case, but daily charges will apply.
- 3.2 We are prepared to stay longer on site if circumstances require this. These extra days (or part days) will be charged at the normal daily rate. We do have other client commitments and whilst we will do our best to make provision to allow for extra on-site days, other commitments must be taken into account.
- 3.3 We carry insurance for our equipment whilst in transit and in our care. When equipment is left at the clients site we assume 'the clients' insurance will cover the equipment whilst in their trust.

### **4. Expenses**

- 4.1 Normal expenses will be added at cost to the invoice. Normal expenses are defined as: airfare, train fare, taxi fare, car hire, hotel and meals. Extraordinary expenses when not travelling by car is the transport of test equipment to site. These will be added at cost when incurred
- 4.2 For projects abroad to reduce health and safety risk to our EMC engineers, any overseas flights will be at business/first class level. Flights under four hours in duration will be accepted at economy class only if the client requests. If the client will only pay economy class airfares on extended trips all days used on the contract, including travel time will be charged at daily rate. This assumes a normal working 8-hour day. Any travel outside working hours could incur a surcharge. This will be dependent on the project and the contract conditions. We may request certain expenses in advance on projects abroad.

### **5. Exclusion of Liabilities**

- 5.1 Wemtech CTS and its officers disclaim any liability to damage or loss or injury arising from the consultants work whether within or outside the project except caused by negligence on the part of Wemtech CTS it's officers or agents.
- 5.2 In no circumstances shall Wemtech CTS be liable for any loss of business or profit whatsoever however arising in consequence of any work done or not done, by the consultant pursuant to the project or otherwise.
- 5.3 Wemtech CTS will keep all its measuring equipment in good repair and calibrated back to national standards. Because of the nature of the projects, and uncertainty of measurement in uncontrolled environments, the results of any tests in graph or written form are guides only. The client's own management decisions will be required to self certify their products. The client has the right to have checked any measurement via an accredited laboratory, as a checking function. This will be at the clients expense.
- 5.4 Wemtech CTS will keep strictly confidential all industrial and commercial information obtained about clients and their products.
- 5.5 Wemtech CTS will not be liable for damages, penalties, costs and expenses as a result of work done in accordance with the contract which involves the infringement of any patent, copyright, registered design or other design right or trademark, or any claim for such infringement.

### **6. Cancellation & Postponement of reservations for test and consultancy.**

If a reservation is cancelled or postponed with a clear 14 days notice there will be no charge. If a reservation is cancelled or postponed within 48 hours of the due date the charge will be 90% of the total cost of the days booked. For cancellation or postponement of a reservation between these two periods there will be a pro rata charge. The reservation is accepted in writing and cancellation or postponement must also be in writing.

### **7. Intellectual Property Rights & Ownership of Results (were applicable).**

Normally all IPR's will be retained by Wemtech CTS. Provided the test project work is paid for promptly the results will belong to the client. In the area of solutions all IPR's will be retained by Wemtech CTS. We design and produce sometimes at the time of tests, sometimes outside this time, components, products, modifications to the clients produce that can be seen to change the clients product from NON- conformance to Conformance. The client has the right to purchase these items against a formal quotation, or not, at his/her discretion. If the client wished to use items not designed or produced by Wemtech CTS this will be accommodated during the tests or repeated tests with the client's parts. This is provided that the client produced the necessary parts at the correct time and pays for the extra testing procedures. Providing satisfactory financial agreements are made the client can purchase the relevant IPR's at his/her discretion. IPR's are not applicable to simple filters etc. Where dual sourcing of such devices are required Wemtech CTS will provide the name and address of an alternative supplier. All solution products will be identified with an appropriate part number. We may hold a report until the work is paid for. Any use of the report before payment is illegal and can result in court charges in the event of no payment.

### **8. Completion of Project**

Any time or date given for the completion of the project is an estimate only and delays in completion shall not entitle the client to rescind the contract or to claim damage against Wemtech CTS. Notwithstanding this, Wemtech CTS will endeavour to comply with the specified completion date. When requested the client will sign off the project indicating the work has been completed.

### **9. Products & Goods**

All Wemtech CTS products are manufactured to the highest standards. In the unlikely event of a malfunction, it is required that the goods are returned at the client's expense no later than 14 days from the date of despatch. After examination of the goods by our inspection department, and we agree there is justification for a warranty claim, the goods will be replaced or repaired at our discretion free of charge and returned. Credit for normal carriage will be allowed to reimburse the return costs. The goods are warranted for 12 months from the date of invoice. The above conditions also apply for field failures.

### **10. Orders & Contracts**

- 10.1 All Orders must be in writing
- 10.2 Orders must be in writing identifying the number of days testing/consultancy, travel and contract price at least 7 days prior to commencement of testing. In urgent cases we will except the above by fax.

### **11. Reports**

Reports will be issued on receipt of payment.

### **12. Payment Terms -**

All invoices are due for payment at the time of presentation. The client shall pay the sum agreed in the project quotation within 30 days from the date indicated on the invoice. This credit arrangement is granted as a goodwill gesture between client and Wemtech CTS. It can be withdrawn at anytime, without explanation. Overdue Accounts will incur interest charges at 8% above current bank rate. We close our Purchase Ledger for the previous month on the 5th day of the following month; any invoices received after the 5th will be posted to that months Ledger for payment.

### **13 Termination**

If the client shall commit any act of bankruptcy or being a company shall go into liquidation (other than voluntary liquidation for the purposes of reconstruction or amalgamation), or suffer the appointment of an administrative receiver or any proceedings shall be instituted in respect of it under the insolvency act 1976 or shall fail to make any or any other payment provided for by the contract when the same shall be due, Wemtech CTS shall be entitled to terminate the contract be notice in writing to the client. In the event of the client coming under the control of another person, form or company, Wemtech CTS reserve the right to terminate the contract by notice in writing to the client without liability.

### **14. Assignment**

The benefit of this contract is not assignable by the client without the prior consent of Wemtech CTS.

### **15. Law Applicable**

The contract is to be governed in all respects by English law.