

TERMS AND CONDITIONS

1.0 Definitions

- 1.1 "Wemtech" means the company called Wemtech Ltd and Wemtech CTS Ltd.
- 1.2 "CLIENT" the organisation placing an order/contract with Wemtech.
- 1.3 "CONSULTANT" the specialist used in connection with the project.
- 1.4 "PROJECT" the work agreed between Wemtech and the client.
- 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 Obligations

- 2.1 Wemtech 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 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 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 rate and must include travelling time to and from Wemtech where an overnight stay is not included. A day consists of 7 working hours.
- 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 and it is within the confines of the working time directive. 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, 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. A day consists of 7 working hours. 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 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 it's officers or agents.
- 5.2 In no circumstances shall Wemtech 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 will keep all its measuring equipment in good repair and calibrated back to national standards. Uncertainty and measurement principles apply.
- 5.4 Wemtech will keep strictly confidential all industrial and commercial information obtained about clients and their products. Where an NDA calls for all information, including reports generated, to be returned to the client, Wemtech cannot be liable where we hold no information about the project.
- 5.5 Wemtech 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, by the client, 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. 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. Notwithstanding this, Wemtech will endeavour to comply with the specified completion date. When requested the client will sign off the project indicating the work has been completed.

8. Products & Goods

It is the responsibility of the client to arrange delivery and collection of items sent to Wemtech for assessment or testing. Collection should take place no later than 2 weeks (10 working days) after the completion of the assessment. A reasonable storage fee may be levied where collection takes place after this period. After a request for collection has been made, Wemtech reserve the right to destroy the equipment after 3 months of the completion of testing. Destruction will take place at the clients cost.

9. Orders & Contracts

- 9.1 All Orders must be in writing, e-mail is acceptable.
- 9.2 The terms and conditions stated on the quotation are final and binding on both parties.

10. Reports

Reports will be issued on receipt of payment.

11. 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 or as defined on the quotation. This credit arrangement is granted as a goodwill gesture between client and Wemtech. 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.

12. 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 shall be entitled to terminate the contract by notice in writing to the client. In the event of the client coming under the control of another person, firm or company, Wemtech reserve the right to terminate the contract by notice in writing to the client without liability.

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

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