

CRANFIELD INNOVATIVE MANUFACTURING LTD
STANDARD CONDITIONS OF OFFER AND CONTRACT FOR
TESTING

1. DEFINITIONS

- 1.1 Client: shall mean the person, firm or company, for whom CIM Ltd is to undertake the Project.
- 1.2 CIM Ltd: shall mean Cranfield Innovative Manufacturing Limited (CIM)
- 1.3 Services: shall mean the Services to be provided by CIM Ltd as described in the Statement of Work

2. THE WORK

CIM Ltd shall carry out the Services described in the Statement of Work.

3. STANDARD OF WORK

CIM Ltd shall undertake the Services with reasonable skill, care and diligence and shall carry out its responsibilities in accordance with recognised professional and technical standards.

4. PAYMENT

Payment shall be made in accordance with the Statement of Work

5. CONFIDENTIALITY

5.1 CIM Ltd will keep confidential any information which CIM Ltd may obtain during the course of performing the Services relating to the Client's business and will not during the course of this Agreement or for a period of five (5) years thereafter disclose such information to any other person. On the ending of the Agreement CIM Ltd will return to the Client any documents, data in whatever form or drawings with which CIM Ltd may have been supplied by the Client and any copies of the same which CIM Ltd may have made during the course of performing the Services.

5.2 This obligation of Confidentiality shall not apply to any information:

- (i) in the public domain at the time it was disclosed or which thereafter enters the public domain without breach of the terms of this Agreement;

- (ii) already known by CIM Ltd at the time of disclosure by the Client;
- (iii) which becomes known from a source other than the Client without breach of the terms of this Agreement;
- (iv) independently developed by an employee of CIM Ltd to whom no disclosure of any such disclosed information has been made;
- (v) disclosed by CIM Ltd in compliance with a legal requirement of a Government Agency or otherwise where disclosure is required by operation of Law.

6. STATUS OF THE CONSULTANT

The performance by CIM Ltd of the Services under this Agreement constitutes a supply of services and does not make CIM Ltd the agent or employee of the Client.

7. TERMINATION

- 7.1 Either party shall be entitled to terminate this Agreement forthwith if the other party shall be in serious or continued breach of its obligations PROVIDED if such breach is remediable that notice has previously been given and the same has not been remedied within fourteen days thereafter.
- 7.2 Either party shall be entitled to terminate this Agreement forthwith if the other shall be unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of compounding with creditors generally or suffers any similar action in consequence of debt.
- 7.3 Termination of this Agreement shall be without prejudice to any rights which may have accrued to either party prior to such termination.

8 PAYMENT ON TERMINATION

- 8.1 If this Agreement shall be terminated then the Client shall pay to CIM Ltd the sums due in respect of the Services performed by CIM Ltd up to the date of termination plus all commitments properly and necessarily already entered into at the date of receipt of notice to terminate PROVIDED THAT such sums when added to the amount of any payments already made to CIM Ltd shall not exceed the agreed contract price.
- 8.2 If this Agreement shall be terminated because of the default of the Client then CIM Ltd shall be entitled to receive payment in respect of all Services performed by CIM Ltd up to the date of termination together with reasonable compensation in respect of the unperformed part of the Services.

9. FORCE MAJEURE

Neither party will be liable to the other for any delay in or failure to perform its obligations (other than payment of money) as a result of any cause beyond its reasonable control, including but not limited to an Act of God, decree of Government, fire, flood, explosion, sabotage, riot, rebellion, war, civil war, armed conflict, terrorism, nuclear, chemical or biological contamination, disease, quarantine, official strike or similar official industrial action or dispute, which directly causes a Party to be unable to comply with all or a material

part of its obligations under this Agreement. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate the Agreement by notice in writing.

10. LIABILITY

- 10.1 CIM Ltd's sole liability shall be for direct loss or damage incurred or suffered by the Client or death or injury to any of the Client's employees, servants or agents as a result of negligence on the part of CIM Ltd or its employees, servants or agents in the performance of its obligations under this Agreement and which liability is not otherwise excluded or restricted by this Agreement, but such liability shall in no circumstances exceed the sum of £1,000,000 in the aggregate in respect of all such losses, save that there shall be no limit of liability in respect of death or personal injury resulting from the negligence of CIM Ltd its employees, servants or agents.
- 10.2 Nothing in this Clause shall be taken to exclude or restrict any liability of CIM Ltd for death or personal injury resulting from the negligence of CIM Ltd or its employees, servants or agents or to exclude or restrict any other liability of CIM Ltd which cannot by law be excluded or restricted.
- 10.3 In no event shall CIM Ltd be liable for any of the following losses or damage (whether such losses or damage are foreseen, foreseeable, known or otherwise and whether or not the Client is advised of the possibility of loss, liability damage or expense):
- 10.3.1 loss of revenue;
 - 10.3.2 loss of actual or anticipated profits (including for loss of profits on contracts);
 - 10.3.3 loss of the use of money;
 - 10.3.4 loss of anticipated savings;
 - 10.3.5 loss of business;
 - 10.3.6 loss of operating time or loss of use;
 - 10.3.7 loss of opportunity;
 - 10.3.8 loss of goodwill;
 - 10.3.9 loss of reputation;
 - 10.3.10 loss of data;
 - 10.3.11 loss of, damage to or corruption of data; or
 - 10.3.12 any indirect or consequential loss or damage howsoever caused (including for the avoidance of doubt, where such loss or damage is the type specified in Clauses 10.3.1 to 10.3.10)

11. TITLE

Title in any report or any other deliverable agreed under this Agreement shall not pass to the Client until payment has been received in full by CIM Ltd.

12. PUBLICITY

The Client agrees that it shall not, without prior written consent of CIM Ltd, advertise or publicly utilise the CIM Ltd name or any trademark associated therewith, in conjunction with the Services or any results thereof.

1 3 . NON-ASSIGNMENT

Neither party may assign, transfer or otherwise dispose of this Agreement in whole or in part or any interest therein without the prior written consent of the other Party.

1 4 . NOTICE

Any notice which may be required to be given by either party under this Agreement shall be deemed to have been duly given if left at or sent by recorded delivery post or facsimile transmission (confirming the same by post) to the other party's last known place of business.

1 5 . DATA PROTECTION

- 15.1 In the event that a Party receives personal data as defined by the Data Protection Act 1998 ("the Act") from the other Party, the receiving Party warrants that it will comply with the Act and deal with any data in order to complete its obligations under this Contract and for no other purpose
- 15.2 Each Party shall accept full legal liability for any breach of the Act which renders the other Party liable for loss, damage, costs and any claims.

1 6 . ENTIRE AGREEMENT

This Agreement represents the entire Agreement between CIM Ltd and the Client relating to the Services and shall supersede all representations, agreements, statements and understandings made prior to the date of this Agreement whether oral or in writing other than those which have been expressly incorporated into this Agreement.

1 7 . VARIATIONS

No variation or modification to this Agreement shall have any effect unless made in writing and signed by a duly authorised representative of both parties.

1 8 . NON-WAIVER

Failure to terminate this Agreement following a breach or other failure to comply shall not be deemed to be a waiver of a party's defences, rights or causes of action arising from such or any future breach or non-compliance.

1 9 . HEADINGS AND SEVERABILITY

The clause headings are for convenience only and shall not affect their interpretation. If any part of this Agreement shall be held to be unenforceable to any extent, the remainder of the Agreement shall nevertheless remain in full force and effect.

2 0 . SURVIVAL

The provisions of the following clauses shall remain binding upon each party after the expiry or any termination under this Agreement, 5, 7.3, 10, 11, 22.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is agreed that nothing in this Agreement shall confer or purport to confer on any third party any right to enforce or any benefit of any term of this Agreement.

22. LAW AND JURISDICTION

This Agreement shall be subject to English law and the parties agree to submit to the exclusive jurisdiction of the English courts.