



## 20/30 Labs Ltd

### TERMS & CONDITIONS OF BUSINESS

1.1 The client's attention is drawn to these terms and conditions of business. All testing with 20/30 Labs Ltd are subject to these terms and conditions at all times.

#### 2 Definitions

In these Conditions.

- 2.1 "20/30" means 20/30 Labs Limited, registered office, Unit 6 Osyth Park, Osyth Close, Brackmills Industrial Estate, Northampton, NN4 7DY
- 2.2 "the Client" means any person, or persons, firm, business, partnership, company or other organisation by or upon whose behalf a contractual agreement or order is placed for 20/30 to carry out services, notwithstanding that the request for the work shall have been received from any agent, servant or contractor acting on behalf of the client. 20/30 shall be entitled to regard any person placing an order with 20/30 as having been authorised by the client to do so and so as to bind the client in its entirety.
- 2.3 "the Services" means the analytical investigation, test protocols, consultancy or ground investigation work or other technical services detailed in the written quotation provided by 20/30 to the client.
- 2.4 "the Contract" means the contract made between the client and 20/30 and is formed by acceptance of the quotation and governed by these Conditions which shall prevail over any other terms, conditions, warranties or representations contained in any other written or oral intimation or other which may be expressed or implied by statute, custom or otherwise. 20/30 shall not be bound by any terms and conditions which may be inconsistent with these terms and conditions.
- 2.5 "the Samples" means the sample(s) supplied by the client to 20/30 in order that 20/30 may perform the services in line with a contract.
- 2.6 "the Site" means any premises or location where 20/30 is required to provide services on behalf of the client outside of its own business premises.
- 2.7 "Analysis Request Form or ARF" means paperwork supplied by 20/30 which is to be completed in full by the client and which must detail and accompany all samples submitted and services required. Client supplied paperwork detailing the same parameters as the ARF will be accepted in substitution for a 20/30 ARF.

#### 3. Basis of Contract

- 3.1 20/30 shall supply the services to the client subject to these terms and conditions, which shall apply to the provision of all services carried out by 20/30 unless specifically agreed by 20/30 in writing prior to commencement of the services.
- 3.2 No variation of these terms and conditions shall be binding unless agreed in writing between the parties.
- 3.3 Where there is any variation whatsoever to the services to be performed by 20/30 and upon which 20/30 based any quotation, 20/30 reserves the right to amend the price and the quotation accordingly.
- 3.3 The contract may not be cancelled by the client except with the agreement in writing of 20/30 and on terms that the client shall indemnify 20/30 in full against all loss (including loss of profit and direct or indirect consequential loss), costs (including the cost of all labour and materials), damages, charges and expenses incurred by 20/30 as a result of cancellation.
- 3.4 Services provided by 20/30 will be carried out utilising standard 20/30 methods and procedures. Should the client require variations upon these methods or procedures and/or should they involve any additional request by the client then the same will be treated as a variation to the contract and 20/30 shall be entitled to amend the price and to charge for the same accordingly.
- 3.5 Analyses are usually carried out singly, strictly in accordance with 20/30's quality assurance procedures. If duplicate or repeat work is requested, then this will normally be charged for and 20/30 reserves the right to amend the price and the quotation accordingly.
- 3.6 All services will be carried out expeditiously but 20/30 reserves the right to levy a surcharge for services required urgently which, in its opinion, proves disruptive to the normal efficient running of its organisation.
- 3.7 The client shall notify 20/30 prior to the issuing of a quotation if the services and the analysis of the samples provided are or are likely to be used for the purpose of arbitration or litigation. In the event that the client should fail to do so, 20/30 may, at 20/30's sole discretion and without being responsible for loss, refuse to provide expert testimony, then the same shall amount to a variation of the quotation and the contract and 20/30 shall be at liberty to amend the price accordingly.
- 3.8 20/30 shall be under no obligation to provide the client with any advice upon the results of the services or the interpretation thereof, save where the need for such advice was specifically brought to 20/30's attention by the client prior to the quotation being provided.
- 3.9 These terms and conditions and any contract are only enforceable between 20/30 and the client. For the avoidance of doubt, nothing in these terms and conditions shall confer upon any third party any benefit nor the right to enforce any term or terms of any contractual agreement between the client and 20/30.
- 3.10 In the event that after entering into a contract, the client shall request a modification, amendment, or variation of the contract (including the nature of the services to be supplied under the contract), then any such request shall not be binding upon 20/30 unless authorised in writing. Any such agreed modification, amendment, or variation of the contract shall be deemed to be an amendment to the contract and shall not constitute a new contract.

#### 4 Acceptance

- 4.1 Unless previously withdrawn or stated otherwise, all quotations are open for acceptance for a period of 60 days from the date of quotation. All quotations must be accepted by the client in writing. If the client's acceptance of a quotation is inconsistent with the quotation or these Conditions, 20/30 shall not be bound by such inconsistency unless it specifically agrees in writing to the variation or inconsistency concerned.
- 4.2 All quotations will be withdrawn after a period of 60 days, should the client wish to accept the quotation after this period 20/30 will supply a new quotation also valid for a 60 day period. 20/30 reserves the right to amend this quotation in all respects including but not exclusive to price and/or services offered.
- 4.3 20/30, at 20/30's sole discretion, reserves the right to withdraw a quotation prior to acceptance at any time. 20/30 is not responsible for any loss encountered

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as a result of this action.

4.4 Any typographical or clerical error or omission in any quotation, order, acceptance, invoice, or any other document issued by 20/30 shall be subject to correction without any liability on the part of 20/30 at whatever time and whenever such a correction shall be deemed necessary by 20/30.

4.5 Following acceptance of the quotation in accordance with 4.1, 4.2, 4.3, the prices quoted will remain valid for a 12 month period from the date of acceptance, unless otherwise specifically stated.

## **5 The Price and Payment for the Services**

5.1 The price for the Services shall, where acceptance of a written quotation takes place within 60 days of the date of quotation, be the quoted price of 20/30. A minimum charge of £65 per invoice will apply in all cases at 20/30's discretion.

5.2 Charges for general consultancy, method development, GLP studies and special analyses or projects will normally be calculated on a daily or hourly basis. Such charges will be discussed with the client and the provision of services commenced following authorisation from the client. In the event of the same, it will constitute a variation to the contract and shall not constitute a new contract.

5.3 Unless any quotation specifies otherwise, any quoted price is exclusive of any applicable value added tax and any other duties or taxes, the client shall fully indemnify 20/30 against non-payment of the same.

5.4 Any quotation is issued upon the basis that samples are delivered to 20/30 by the client as a batch unless special arrangements are agreed by 20/30 in writing.

5.5 20/30 shall invoice the client for the price of the contract upon completion of the provision of these services. In the event that a quotation shall be for a sum in excess of £1,000.00 (excluding VAT), 20/30 shall be entitled at 20/30's sole discretion to request and be paid a payment up front of whatever percentage of the value of the quotation 20/30 determines given the particular circumstances before the provision of the services shall commence..

5.6 The client shall pay the price of the invoice within 14 days of the date of the invoice in full. Time for payment shall be of the essence. Receipts for payment will be issued only upon specific request by the client.

5.7 Should the client fail to make payment in full within 14 days of the date of invoice, then without prejudice to any other right or remedy available to 20/30, 20/30 shall be entitled to charge the client interest (both before and after any judgement) on the amount unpaid from the day that payment is due until the date of payment in full at the rate of 4% above the base rate from time to time of HSBC bank.

5.8 If the client shall fail to make payment in full within 14 days of the date in invoice, 20/30 reserves the right to suspend the provision of any services to the client and withhold results and or Test Certificates / reports relating to any outstanding services until such time as payment is made in full. The client will be liable for payment of any costs and expenses whatsoever incurred by 20/30 in the collection of any overdue payment amount.

5.9 Unless requested by the client in the Analysis Request Form to return the samples and the containers to the client, 20/30 may either return the samples and the containers to the client or dispose of the samples and containers on completion of the analysis. Any expense incurred by 20/30 in returning the Samples and the containers to the client, at the specific request of the client, shall be borne by the client in addition to the charges referred to in clause 5.1 and in the contract.

5.10 All goods and services dispatched to the Client remain the property of 20/30 until payment has been received in full.

## **6. Provision of Samples and Information by the Client**

6.1 The client shall be responsible to 20/30 for:

(a) providing at the clients expense and with reasonable despatch such products and information as may be required by 20/30 to carry out the services.

(b) providing at the clients expense the samples in such quantities and physical form and times as may be reasonably required by 20/30.

(c) ensuring that the samples are provided in such containers and with the addition of such preservatives as shall be specified by 20/30.

20/30 shall be entitled to raise an additional charge for any container or preservatives supplied by it to the client to enable the client to comply with this provision.

(d) ensuring that the samples are accompanied either by a letter from the client, by a fully completed 20/30 Analysis Request Form (ARF), which in any case correctly delineates the services which the client requires 20/30 to perform. 20/30 reserves the right to charge for extra work incurred as a result of samples or specification limits being incorrectly described or amended during the Contract period.

(e) ensuring that 20/30 is notified of any dangerous or harmful properties of the samples which may be known or suspected. In particular, in accordance with COSHH regulations and CHIP regulations, the client will be responsible for informing 20/30 of any hazards associated with samples submitted via a data sheet. All samples will be stored as deemed appropriate by 20/30. The client shall inform 20/30 of any samples that require special storage, handling or disposal, prior to issue of the quotation and also on the ARF. In the event that 20/30 are not so notified at the time of quotation, but subsequently on the ARF, then the same shall constitute an amendment to the contract, and the provisions of clause 3.10 herein shall apply. Furthermore, such hazardous samples which are not notified to 20/30 prior to the issue of quotation, may be returned to the client or disposed of by 20/30, for which such disposal shall again constitute an amendment to the contract and the provisions of clause 3.10 shall apply. The client shall indemnify 20/30 against all and any losses incurred as a result of failure to notify 20/30 of the aforementioned sample specifications.

6.2 Only samples from GLP studies / GMP Projects, storage trials and those where the client has specifically requested a predetermined retention period will be retained until authorisation for their disposal is given. At the discretion of 20/30 a sample retention charge will be invoiced for the storage of samples above and beyond the 20/30 standard storage practices. Other samples will be discarded in accordance with 20/30's standard disposal practices.

6.3 The client must notify 20/30 when samples are despatched with full details in particular to enable customs clearance of samples to be carried out effectively. 20/30 will not be held liable for any delays encountered as a result of a failure to carry out this notification. The client will be liable for and will indemnify 20/30 against any Customs and Excise duties, charges or levies.

## **7. Services**

7.1 Services, whenever feasible, will be carried out using accredited or otherwise approved test methods. Where accredited or otherwise approved test methods are unavailable, services will be carried out using test methods which have been agreed with the client. The test method employed by 20/30 will be those considered by 20/30 to be most appropriate under all the circumstances and the client agrees on entering into the contract to accept whatever test methods 20/30 under all the circumstances deem to be appropriate and shall raise no requisition nor objection to the same.

7.2 Where stated, time limits and performance specifications quoted are best estimates only and 20/30 reserves the right to extend the turnaround time for the provision of results. Any results given by 20/30 to the client are given on the understanding that they are subject to normal experimental error and are based on the methods and techniques known by 20/30 at the time. 20/30 accepts no liability whatsoever for any loss or damage resulting from any delay or the value of the result of the analyses issued. Time shall not be taken to be of the essence in performing the services, unless specifically agreed at the time of entering into the contract.

7.3 Without prejudice to any other provision contained in these Conditions, 20/30 shall have no liability whatsoever in relation to analysis of samples in respect of which the requirements of clause 6.1 above have not been satisfied.

7.4 The client confirms and acknowledges that it is the sole responsibility of the client alone to ensure that the services ordered from 20/30 shall be appropriate for the client's requirements. 20/30 shall not at any time be liable in any way shape or form for any information or suggestion provided by 20/30 (its employees and agents) in relation to the provision of the services, and/or the capabilities of 20/30 in providing these services.

7.5 At the client's request, 20/30 will perform check and repeat analyses on samples in order to confirm the validity or otherwise of the data provided. Whilst the same shall constitute a variation to the original contract, and the provisions of clause 3.10 shall therefore apply, 20/30 shall only be at liberty to amend the

price and increase the charge for check analyses in the event that the original result is confirmed.

7.6 The client recognises that analytical data refers only to that portion of sample taken for analysis. If a sample is exceptionally heterogeneous considerable variation in analyte concentration may be manifest within a single sample. In such instances, several replicate analyses may be deemed to be required by 20/30, at 20/30's sole discretion, but dependant on the nature and/or size of the sample and the reason for the same being requested by the client. In such instances, the client shall raise no requisition in respect of the same, and in the event that the same shall constitute substantial additional work over and above that anticipated by 20/30 when providing the quotation, then the same shall be deemed to be an amendment to the original contract, and the provisions of clause 3.10 shall apply.

7.7 Laboratory records such as chromatograms, notebooks, test certificates and reports are retained for four years except that

- a) all data directly pertaining to research analysis or GLP studies will be retained for ten years.
- b) other specific arrangements are agreed in writing with the client prior to entering into the contract.
- c) there shall be any such period as shall be required by law.

## 8 Intellectual Property

8.1 The services and any reports containing the results of services supplied are prepared specifically in accordance with the clients instructions and any recommendations made or opinions expressed may not be appropriate to alternative schemes or applications. The copyright shall remain vested in 20/30 who disclaim all responsibility or liability (whether at law or under the express or implied terms of the contract whether or not envisaged at the time of entering into the contract) for any loss or damage of whatever nature in the event that this report is relied on by a third party or used in circumstances or for projects for which it was not originally commissioned or where any explanatory records, test results, comments or opinions contained therein are interpreted by anyone other than 20/30.

8.2 The client warrants and undertakes that in the event that the client shall submit to 20/30 any specifications, designs or plans that the same shall not breach any third party's intellectual property rights of whatever nature or howsoever occurring.

8.3 The client shall indemnify 20/30 in respect of any claims, costs, actions, demands, expenses, and liabilities whatsoever arising from any actual or alleged infringement brought in connection with clauses 8.1 and 8.2 above.

## 9 Supply of Services on Site

9.1 The provisions of this clause 9 apply where the provision of the services are performed on site (either in whole or in part).

9.2 Unless otherwise agreed in writing, the provision of services shall be carried out continuously in an agreed sequence. Commencement of the services on site shall be by mutual agreement and subject to availability of plant, labour and materials.

9.3 20/30 shall make every effort to meet the start date and programme agreed for the provision of services but shall not be liable for any loss or damage consequential or otherwise due to delay in the progress or completion of the services howsoever caused; including, but not limited to, resulting from events beyond 20/30's control or when the sequence or programme is varied upon instruction, as a consequence of any unforeseen circumstances or otherwise. Time shall not be of the essence in providing the services at any time.

9.4 Delays which in 20/30's sole view are beyond the control of 20/30 other than inclement weather shall be charged to the client at the fees or rates quoted in the quotation, and there shall be an appropriate extension to the contract period (if any).

9.5 Unless otherwise agreed in writing prior to entering into a contract, the quantities of the services itemised in any quotation and any costs, derived thereby are provisional. The final cost will be determined by measurement of the actual provision of services valued on the basis of the fees or rates ruling at the time of invoice together with any additional expenses of whatever nature incurred by 20/30 on behalf of the client.

9.6 The client shall make available to 20/30 all plans, maps, drawings, records, previous reports and facilities necessary for 20/30 to carry out the services and prepare any documented report detailing the results of the services required in a safe, professional and expeditious manner in accordance with the clients requirements.

9.7 Prior to the provision of services on site and thereafter as necessary, the client shall notify 20/30 of any known existing or potential hazard to the health and safety of 20/30 employees, agents, servants or subcontractors, or of any known existing or potential hazard to the health and safety of any other site personnel, the general public or environment as a whole which might arise as a result of 20/30 carrying out the services. If health, safety or other hazards or conditions are discovered during the provision of services on site by 20/30 which have not been disclosed or which vary from those disclosed prior to commencement of services, 20/30 reserves the right to hold the client liable and charge the client accordingly for any mitigation or additional services required. The client will be held liable for any additional costs or expenses incurred and shall fully indemnify 20/30 against non-payment of the same. 20/30 reserve the right to terminate the contract with the client should 20/30 under all the circumstances, and at 20/30's sole discretion, deem such action necessary without being liable for loss.

9.8 Should any emergency arise by whatever cause whilst 20/30 is carrying out services on site, 20/30 reserves the right to contact immediately the appropriate Authorities without prior notification to the client.

9.9 The client shall be responsible for properly reporting the discovery of hazardous substances to the appropriate Authorities. Responsibility for the correct and safe disposal of any hazardous substances discovered on site shall rest with the client and shall fully indemnify 20/30 in respect of the same.

9.10 The client warrants and undertakes that he has obtained all necessary certificates, licences, permits, wayleaves and consents required by Statute or any order or regulation made thereunder or by any regulation or bylaw of any local authority or statutory undertaking and will notify 20/30 accordingly. The client will indemnify 20/30 for any costs or expenses incurred by 20/30 as a result of any breach of this warranty.

9.11 The client shall obtain permission for 20/30's access to the site for the purpose of the investigation and shall bear all expenses and charges and make payments for any special or temporary wayleaves which may be required. The client shall ensure that 20/30 is able to carry out the provision of services continuously and access shall be such that a four wheel drive road vehicle and equipment can drive over each borehole or such that a mechanical excavator can access each trial pit location and such that safe access for 20/30, its employees, agents and subcontractors on foot can be assured. The client undertakes to ensure that there shall be adequate level working room at each necessary location upon the site with sufficient and safe headroom. The client shall be liable for any costs or expenses incurred and shall indemnify 20/30 as a result of the client not undertaking the client's responsibilities as specified here.

9.12 Should 20/30, at their sole discretion, deem the site to require a special type of vehicle or other site preparation, the client shall reimburse 20/30 any additional costs so incurred.

9.13 The client shall be responsible for obtaining details from the statutory undertaking of any underground services which are present on site. The client shall produce plans or give in writing the locations of all known underground services, structures, voids, etc prior to commencement of site services. 20/30 shall take all reasonable care to avoid damage but is not responsible or liable for any loss arising whatsoever as a result of damage to unknown services or to services below the depths indicated.

9.14 The client shall be responsible for breaking and removing any surface concrete, tarmac or other hardstanding which might interfere or prevent the excavation of trial pits, boreholes or other exploratory holes prior to commencement of site services unless it is carried out at the discretion of 20/30 in which case the client shall reimburse 20/30 for the extra time spent and any additional cost for machinery.

9.15 20/30 reserves the right to terminate any job if in the opinion of the operator further testing cannot be achieved without risk or damage or loss of equipment.

9.16 In providing the quotation and entering into the contract, unless specifically detailed otherwise, 20/30 shall have made no allowance for overtime such as night, weekend or bank holiday working. In the event that the client should subsequently require such overtime, and 20/30 at 20/30's sole discretion agree to the same, then the same shall be paid by the client in accordance with 20/30's overtime rates, which will be supplied upon written request.

9.17 20/30 has made no allowance for the provision of any necessary watching or protection of the site. If the client should require the same, then it will be arranged by and paid for by the client.

9.18 The client shall indemnify 20/30 in respect of any loss or damage to subcontractor's plant and machinery however caused in the carrying out of the work on site except where the same should arise as a result of 20/30's negligence.

## 10. Warranty

10.1 At all times, 20/30 warrant to endeavour to achieve the lowest limit of analyte detection possible given the particular circumstances and nature of the sample, and subject to the limitations of the test method, analytical technique and instrumentation employed, together with any matrix or other interferences which may arise. 20/30 does not warrant to achieve any specified detection limit at any time.

10.2 20/30 warrant to ensure that the services are carried out with all appropriate speed upon receipt of the sample. The services shall be carried out by properly qualified staff in accordance with standards of current established practice, codes of practice, British Standard or other published reference test methods and with due care and skill at all times.

10.3 20/30 warrant to prepare and submit following completion of the analysis of the sample a test certificate and/or report to the client upon the results of the services in such form and in such detail as shall be specified in any quotation provided by 20/30 to the client prior to entering into the contract.

10.4 In lieu of all warranties, conditions, or liabilities imposed by law, 20/30's sole liability in respect of any defect in the services undertaken, and/or test, and/or report supplied following the provision of the services, or failure to attend to the provision of the services in any way shape or form, is limited to a re-test of a further sample within a period of six calendar months from the date of completion of the services.

10.5 At no time shall 20/30 be liable for any defect in the services, failure of the services, or damage to a sample arising out of the misuse of a sample by the client or any third party.

## 11 Client's Understandings and Warranty Relating to the Provision of Services on Site

### 11.1 The client understands

(a) that with site investigations the state of practice in site assessment and remediation is evolving and that 20/30 is liable to carry out work in accordance with the standards in effect at the time services are rendered under the contract. 20/30 is not liable for any subsequent change in standards because of improvements in technology and practice as a result of changes in legislation.

(b) that environmental, geological and geotechnical conditions (collectively "environmental conditions") on sites may vary from those environmental conditions encountered at the times and locations where 20/30 conducts its assessment and that the limited data acquired through the assessment procedure will result in a degree of uncertainty in 20/30's interpretation of the site environmental conditions, despite exercise of appropriate professional care by 20/30. Further the client recognises that some degree of uncertainty will exist regardless of the scope of the assessment authorised.

(c) 20/30 shall not be liable for any losses incurred by the client in respect of any pollution or contamination and the client undertakes to fully indemnify 20/30 in respect of the same. The client undertakes to consult all the appropriate statutory and regulatory authorities prior to commencement of site work. Any restrictions on methods of working made by any authority shall be notified in writing to 20/30 prior to commencement of site work.

(d) that the use of investigative equipment may unavoidably alter the site conditions and affect the environment of the area being assessed.

## 12. Subcontracting

12.1 It may prove necessary for 20/30 to subcontract some requested analyses and the client agrees to consent to the same. These will be clearly indicated in any quotation and on subsequent Test Certificates. Whilst best endeavours are made to use only reputable laboratories 20/30 cannot accept liability for the time taken or accuracy of such analyses.

## 13. Force Majeure

13.1 If either party is unable to comply with its obligations under the terms of the contract as a result of circumstances beyond its reasonable control it shall as soon as reasonably practicable notify the other party of nature and extent thereof.

13.2 Neither party shall be deemed to be in breach of this agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any circumstance beyond its reasonable control and of which it has notified the other party in accordance with clause 13.1 above and the time for performance of its obligations shall be extended accordingly.

13.3 If the circumstance beyond the reasonable control of the party in question continues for a continuous period in excess of three months then this agreement may be terminated by either party giving to the other not less than seven days' written notice in which event each of the parties shall be released from its obligations and liabilities to the other. Upon termination of the contract the client shall pay to 20/30 all amounts due (calculated by reference to the time spent at the applicable rates together with any expenses incurred on the clients behalf) up to the date of termination.

## 14. Confidentiality

14.1 Each of the parties undertakes with the other not to disclose to any third party or use for any purpose other than as contemplated by the Services any confidential information supplied by the other party save as may be required by law or to employees who have reasonable need to see and use such confidential information

This will not apply to information:-

(a) which was already in the public domain at the time of disclosure otherwise than through a breach of the obligations hereunder;

(b) which was legally in the possession of the relevant party prior to such acquisition; or

(c) where disclosure is required by law or order of Court

14.2 None of the material or information provided by 20/30 to the client shall be used by the client to convey any connection with 20/30, or any endorsement or implied approval of, or on behalf of, 20/30 of any aspect of the client's business or products except for disclosures required by regulatory submissions or with the prior consent of 20/30.

## 15. Liability

15.1 20/30 shall only be liable as stated in clause 10 above. This clause is in lieu of all conditions, warranties, and statements of whatever nature in respect of any contract whether express or implied by statute, trade, custom, or otherwise, and any such condition, warranty, or statement is hereby specifically excluded.

15.2 Without prejudice to the foregoing, 20/30's liability for any loss or damage sustained by a client as a direct result of any breach of a contract or any liability whatsoever of 20/30 (including negligence) in respect of the performance of the contract shall be limited to payment of damages not exceeding the invoice value of the contract.

15.3 20/30 will not be liable for the following loss or damage which shall or may arise out of or in connection with the supply of the services (including any delay in supplying the same or any failure to do so, whether in accordance with any contract or at all) or the use by the client of the results of the services or howsoever caused (even if foreseeable or in 20/30's contemplation);

a) loss of profit or profits, business, or revenue whether sustained by the client or any third party, and/or

b) special indirect or consequential loss or damage, whether sustained by the client or any third party, including, but not limited to, loss of profit,

loss of interest, loss of contract, loss of chance, damage to property of the client or any third party, and/or

c) any loss arising from any claim made against the client by any person or third party, and/or

d) any personal injury to the client or any other person or individual where such injuries are not caused by 20/30's negligence.

15.4 The client shall indemnify 20/30 against all claims, actions, costs, expenses (including any Court costs and legal fees incurred), or other liabilities

whatsoever. Non-exhaustive illustrations of the same include

- a) any claim for industrial and/or intellectual property rights arising out of any contract, and/or
- b) any breach of contract or negligent or wilful act or omission of the client in relation to a contract.

15.5 These conditions do not purport to exclude nor restrict any liability which is expressly prohibited by the Unfair Contract Terms Act 1977

## 16. Termination

16.1 20/30 may terminate the contract forthwith by notice to the client upon the happening of any of the following events:

(a) Where the client, being an individual, becomes bankrupt, or being a corporation, goes into liquidation or has a receiver, administrative receiver or administrator appointed over all or over any of its assets or fails to comply with a demand as is mentioned in Section 123 of the Insolvency Act 1986 or is unable or deemed to be unable to pay its debts or makes any voluntary arrangement with its creditors.

(b) Where the client is in breach of any of these Conditions.

16.2 Upon termination of the contract the client shall pay to 20/30 all amounts due (calculated by reference to the time spent at the applicable rates together with any expenses incurred on the clients behalf) up to the date of termination.

## 17. General

17.1 The contract is personal to the client who shall not assign or charge the benefit thereof without the prior written consent of 20/30.

17.2 The contract shall in all respects be construed and operated in accordance with English law.

17.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be delivered by hand or sent by first class post to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party giving the notice. Any notice sent by post shall be deemed to arrive in the case of inland mail 48 hours after posting and in the case of overseas mail 5 days after posting and in the case of notice sent by facsimile on that date of despatch if a business day or if not a business day on the next following business day.

17.4 No waiver by 20/30 of any breach of the contract by a client shall be construed as a waiver of any subsequent breach of the same or any other provision thereof.

17.5 Nothing in these terms and conditions or in any contract shall be deemed to imply, infer, or create any form of partnership between 20/30 and the client, nor prevent nor prohibit or in any way restrict 20/30 from dealing with any third party or entering into any similar or other form of agreement with any third party.

17.6 The client confirms that they have not relied upon any warranty, representation, or undertaking of or on behalf of 20/30 by any of its employees or agents (whether written or oral) in respect of the services and 20/30 shall have no liability in respect thereof.

17.7 These terms and conditions supersede any other arrangement, if appropriate, and whether past or present, contract, assurance, understanding, course of dealings, or promises between 20/30 and the client.

17.8 These terms and conditions shall represent the entire agreement between 20/30 and the client.

17.9 Nothing in these terms and conditions is intended to exclude nor limit 20/30's liability for fraud or fraudulent misrepresentation.

17.10 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or part then the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

17.11 The headings are inserted for convenience only and shall not affect the construction or interpretation of these conditions.

17.12 Any failure or delay by 20/30 in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of 20/30's rights generally under a contract.

17.13 Obligations by more than one person are joint and several and where any party under any contract at any time is more than one person, references to it are to each person individually as well as jointly with the others comprising it.

17.14 These terms and conditions on behalf of 20/30 have been prepared to reflect the Unfair Contract Terms Act 1977. 20/30 considers that these terms and conditions are reasonable. Should a client consider that these terms and conditions be unreasonable, given that client's particular circumstances, then the client shall inform 20/30 before any order is placed and contract entered into. In such circumstances, 20/30 may, at 20/30's sole discretion, either agree to vary these terms and conditions, enter into different terms and conditions, or insist upon a client being bound by these terms and conditions which, for the avoidance of doubt, 20/30 maintains at all times are fair and reasonable. Should a client not notify 20/30 to the contrary then the customer shall be deemed to accept that these terms and conditions are fair and reasonable.