

## TERMS AND CONDITIONS

1. Unless expressly varied in writing by a Manager, Director, or other authorized officer of Rubber Consultants ("Rubber Consultants") these terms shall be deemed to be incorporated into all contracts made by Rubber Consultants and all work undertaken by Rubber Consultants shall be deemed to be carried out pursuant to a contract incorporating these conditions.
2. The person firm or company from whom Rubber Consultants receives instructions ("the Client") shall be liable to Rubber Consultants as a principal for all costs charges and expenses that shall be due to Rubber Consultants in respect of work carried out by Rubber Consultants subject to these conditions.
3. Payment to Rubber Consultants for work carried out under the contract shall be made within thirty days of receipt of the invoice by the Client. Invoices will be sent out on completion of the contract or at such earlier times or stages in the contract as are specified in the contract.
4. Where the Client has been given a firm estimate for the work to be done then the invoiced price shall not exceed the total of such estimate except where there has been a variation in the Client's instructions acknowledged by Rubber Consultants with a supplementary estimate and agreed in writing by the Client or any other variation agreed in writing by the Client.
5. The Client shall identify any hazards associated with materials it sends to Rubber Consultants and provide sufficient information to allow a full risk assessment to be performed for any work to be done involving these materials.
6. The Client shall be responsible for any delays and costs incurred by Rubber Consultants resulting from incorrect information or materials it supplies to Rubber Consultants.
7. Rubber Consultants shall be entitled to suspend the performance of work on any contract pending payment of any sums due from the Client.
8. Any time or date specified for completion of a contract is an estimate only and is not guaranteed. Rubber Consultants shall however use their best endeavours to comply with the specified completion date.
9. Rubber Consultants shall not disclose any knowledge or information relating to the Client which is when received by Rubber Consultants marked by the Client 'Confidential' unless and until such information is available to the public or generally known.
10. Rubber Consultants shall not disclose any knowledge or information concerning the work being carried out under the contract unless such knowledge is at the contract date already known to Rubber Consultants or is or becomes available to the public or generally known.

11. Either Rubber Consultants or the Client may at any time terminate the contract by giving to the other not less than thirty days notice in writing. The Client shall be liable for proportionate costs up to the time of termination.
12. Rubber Consultants warrants that where advice is given or work carried out Rubber Consultants will use its best endeavours to ensure accuracy of such advice or work having regard to the nature of the Client's instructions. Information supplied by Rubber Consultants shall be reasonably accurate having regard to the source materials and the nature of the Client's instructions. Any liability of Rubber Consultants for default under this clause shall be limited to the total charges payable to Rubber Consultants by the Client hereunder and there shall under no circumstances be any liability upon Rubber Consultants for any consequential loss or penalty howsoever such loss or penalty may arise.
13. Rubber Consultants will upon request and at the expense of the Client assign to the Client any patent rights arising directly from the work of the contract which Rubber Consultants may have or assert. Any application for letters patent shall be made at the expense of the Client and all costs incurred by Rubber Consultants are payable by the Client.
14. All rights of copyright of in or arising out of the work of the contract or any report thereof shall be and at all times remain vested in Rubber Consultants unless and except to the extent that they may be assigned in writing by Rubber Consultants.
15. The contract is undertaken by Rubber Consultants on the basis that insofar as it is lawfully possible to avoid such liability no liability of any nature either to the Client or to any third party and whether founding in contract or in tort or otherwise shall attach to Rubber Consultants or to any of its staff arising out of or in connexion with the undertaking thereof or the preparation or furnishing of reports thereon.
16. The contract is to be governed in all respects by English law and the parties required to submit to the jurisdiction of the English courts.