

Terms and Conditions

1. General

1.1 These Terms and Conditions ("Terms") shall form part of the Contract between the party named in the Assignment (the "Client") and Complete Quality Engineering Ltd ("CQE Ltd") for the provision of the services set out in the Assignment unless otherwise agreed in writing by CQE Ltd. The Assignment means the written proposal or engagement letter issued by CQE Ltd and the Client's acceptance thereof. The Contract shall comprise the Assignment, these Terms and any amendments thereto. All amendments to the Contract must be in writing and signed by or on behalf of the Client and CQE Ltd.

1.2 To the extent of any conflict between these Terms and any provision contained in the Assignment these Terms shall prevail.

3. 1.3 Neither party may assign the Contract in whole or in part without the prior written consent of the other party.

4. 1.4 The Client acknowledges that CQE Ltd may determine the manner in which its services are

provided so long as they are provided in a manner that is consistent with the Assignment.

1.5 The Client undertakes:

(a) to provide CQE Ltd and its employees and sub-contractors with all necessary information, support and co-operation that may reasonably be required to enable CQE Ltd to carry out this Assignment;

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

(b) to provide at no charge to CQE Ltd adequate office accommodation, a secure workspace, telephone services and other facilities including access to the applicable equipment and systems of the Client to enable the employees and sub-contractors of CQE Ltd to perform the Assignment and any other obligations of CQE Ltd under this Contract that need to be performed on site and further to allow full access to the areas in which the same are to be performed; and

(c) to take all reasonable steps to ensure the health and safety of CQE Ltd employees and sub- contractors while they are at the Client's site.

1.6 This Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition or modification to any provision of this Contract shall be binding upon the parties unless made in writing and signed by a duly authorised representative of each of the parties.

1.7 These Terms shall apply to the exclusion of any other terms and conditions on any order form or other document under which the accepts the Assignment. Furthermore, the Client acknowledges that any work undertaken by CQE Ltd in relation to the Assignment shall be deemed only to be in accordance with the terms of the Assignment and these Terms unless the parties have specifically otherwise agreed in writing.

2. Fees, Expenses and Payments

2.1 Fees, which are quoted exclusive of VAT, will be charged on the basis set out in the Assignment. Fees will be invoiced at monthly intervals in arrears, or at the completion of the assignment if it is less than one month and are payable within 30 days of date of invoice.

2.2 CQE Ltd reserves the right to charge interest on any overdue sums, as well after as before any judgment, at the rate of 2% above the base rate of Barclays Bank from time to time and varying accordingly from the due date until payment.

2.3 CQE Ltd rates are subject to review on an annual basis (1st April) and fees will be charged on the basis of rates from time to time current during the performance of the Assignment.

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

2.4 Statements by CQE Ltd as to the total work time or total charges that may be involved in fulfilling the Assignment are supplied as estimates only and whilst all reasonable efforts are made to ensure their accuracy no liability will be accepted in respect thereof. CQE Ltd will obtain approval from the client prior to exceeding any estimates in the assignment.

2.5 Any work carried out by any individual employee at weekends or on bank holidays, or in excess of forty-three hours in any one week, will be charged at one and a half times the equivalent hourly rate of the rates quoted. No such work will be undertaken without the Client's prior agreement.

2.6 The Client shall reimburse CQE Ltd for all out of pocket expenses incurred in connection with the Assignment including travel, accommodation and subsistence and other expenses together with VAT, where agreed as feasible with The Client prior to the engagement.

3. Confidentiality

3.1 Both parties hereto undertake to treat as confidential any tangible and intangible knowledge, material, data, systems and other information, of a technical nature or concerning the operation, projections, market goals, financial affairs, know-how, products, clients, advertisers or business affairs of the parties (including without limitation any subsidiary or affiliated entity thereof), including the terms (but not the fact) of the Contract ("Confidential Information") obtained during the course of the Contract and for a period of five years thereafter provided that such information is not publicly known, other than by breach of this Clause, during such period.

3.2 Neither party may use Confidential Information for any purpose other than to perform its obligations under the Contract.

3.3 Confidential Information may be shared with employees, agents, consultants or subcontractors for the purpose of performing agreed obligations provided that the third party to whom such Confidential Information is disclosed agrees to treat such Confidential Information in accordance with the confidentiality obligations under this Contract. The party shall be liable for all acts and omissions of each such person or entity to which the party discloses Confidential Information.

4. Intellectual Property Rights

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

4.1 All intellectual property rights of whatsoever nature and including without limitation any copyright in reports, documents, data, specifications, programs, manuals, descriptions, drawings, designs, technical descriptions and information relating to any computer software programs and associated documents or any other material, whether written or machine readable, which is developed under the Contract by or on behalf of CQE Ltd singly or by or on behalf of both parties jointly, shall be and become vested solely in and are hereby assigned to the Client.

4.2 The Client hereby grants a non-exclusive irrevocable licence to CQE Ltd to use the items in which the Client has intellectual property rights referred to in clause 4.1 and all know-how developed by CQE Ltd in connection therewith for its own internal business purposes but not further or otherwise.

4.3 The Client warrants that any design or instructions furnished or given by the Client to CQE Ltd for the purpose of the Contract shall not cause CQE Ltd to infringe any intellectual or industrial property rights including without limitation any copyright, patent or registered design, in the performance of the Contract and, to the extent that CQE Ltd shall so infringe, the Client shall indemnify CQE Ltd in full against all costs, charges, claims and expenses incurred directly or indirectly as a result of such infringement (a "Claim") subject to the following conditions:

- i) the client receives written notice of any Claim as soon as is reasonably practicable;
- ii) CQE Ltd does not make any admission of liability or compromise without prior written consent from the Client;
- iii) CQE Ltd provides the Client with all information and assistance as reasonably required by the Client in respect of such Claim; and
- iv) CQE Ltd takes all reasonable action to avoid, dispute, compromise or defend the claim.

5. Liability

5.1 Subject to Clause 5.3, neither party shall be liable (whether for breach of Contract, negligence, misrepresentation, under any indemnity or for any other reason) for any:

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

- i) indirect, special or consequential loss;
- ii) loss of profits; or
- iii) loss of revenue.

5.2 Subject to Clause 5.3, CQE Ltd's total and aggregate liability shall be limited to payment of losses and damages not exceeding the invoiced value of services provided under the contract in question.

5.2 Subject to clause 5.3, the Client's total and aggregate liability under the Contract shall be limited to payment of any losses or damages not exceeding the invoiced value of services provided under the contract in question.

5.3 Nothing in this Contract excludes or limits either party's liability to the other:

- i) for death or personal injury caused by its negligence or that of its employees or agents;
- ii) for fraud or fraudulent misrepresentation;
- iii) for any breach of clause 3 of these Terms; or
- iv) in relation to any other liability which cannot be excluded or limited by law.

5.4 This document constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

6. Indemnity

6.1 Subject to the conditions set out in clause 4.3(i) to (iv) inclusive, the Client shall fully indemnify and keep CQE Ltd indemnified against all third party costs, expenses, (including court costs and fees) or other liabilities arising out of a claim or legal action that use of the Client's software by CQE Ltd breached or infringed such third party's intellectual property rights where the Client has held itself out to be owner or licensee of such rights.

7. Personnel

7.1 CQE Ltd expects to be able to maintain continuity of personnel over the course of the Contract. However, when necessary, CQE Ltd shall as soon as is reasonably practicable use its reasonable endeavours to substitute consultants with equivalent experience or skills.

7.2 Each party undertakes that it shall not, without the other's prior written consent either during or within six months after the termination or expiry of this Contract, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee or sub-contractor for the other engaged in operating or providing services under or administering, supervising or orchestrating the fulfilment of this Contract.

7.3 CQE Ltd acknowledges that the Client has the right in the interests of security to exclude any employee servant or agent of CQE Ltd from the Clients premises. The decision as to whether or not a particular employee, servant or agent of CQE Ltd shall be so excluded shall be taken at the sole discretion of the Client.

8. Termination

8.1 The Client may at any time terminate the Contract by giving CQE Ltd not less than 30 days' prior written notice.

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

8.2 CQE Ltd shall have the right by giving notice in writing to the Client to terminate the Contract forthwith and at any time if the Client commits any material breach of the Contract (and, if the breach is capable of remedy, the Client fails to remedy such breach within 28 days from receipt of notice) or if any sum payable under the Contract or any other sum due from the Client is in arrears and unpaid for a period of 28 days after it shall become due (as detailed in clause 2.1).

8.3 Early termination of this Contract shall be without prejudice to any other rights or remedies a terminating party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either party nor any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

9. Invalidity

9.1 If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

10. Force Majeure

10.1 Neither party shall be liable for any breach of its obligations under this contract resulting from causes beyond their reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fires, floods, explosions, or other catastrophes, epidemics, quarantines, restrictions or delays due to such cause or causes ("Force Majeure").

11. Governing Law, Jurisdiction and Disputes

11.1 The Contract shall be governed by and construed in accordance with the laws of England and the parties accept the non-exclusive jurisdiction of the English Courts to which they mutually agree to submit.

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH

11.2 The Client and CQE Ltd shall meet to discuss and endeavour to resolve any matter that is not specifically provided for in this Contract but requires a decision and any difference, dispute or disagreement (a “Dispute”) that may arise between the parties. If the parties are unable to resolve any such matters they shall reconvene for a further discussion within 72 hours of the previous meeting. If the parties are still unable to resolve any such matters at the reconvened meeting, then the matters shall be referred to the Managing Directors of the Client and of CQE Ltd for a decision. If notwithstanding the above any Dispute cannot be resolved between the parties, they will attempt in good faith to resolve the Dispute through an alternative dispute resolution (an “ADR”) procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of such procedure, the Dispute shall be settled by the English Courts as above.

CQE Limited

t: +44 7717888178 e: Stuart.Barker@CQE.co.uk w: <http://www.CQE.co.uk>

Registered Office: Yorkshire House, East Parade, Leeds, UK LS1 5SH