

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1 GENERAL

These terms and conditions, in conjunction with the accompanying EcoSpatial Solutions Ltd. (referred to as “EcoSpatial” in this document) proposal and/or quotation apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer, and govern the provision of Consultancy Services (“the Services”). EcoSpatial will not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and EcoSpatial acknowledges such notification in writing.

2 DESCRIPTION

The description of the Services is given by way of identification only, and the use of such description shall not constitute a sale by description.

3 THIRD PARTY SOFTWARE SPECIFICATION

Third party software (“Third Party Software”) supplied by EcoSpatial is as specified in the third-party supplier's product literature, supplied on request.

4 THIRD PARTY DATA SPECIFICATION

Third party data (“Third Party Data”) supplied by EcoSpatial is as specified in the third-party supplier's product literature, supplied on request.

5 CONSULTANCY SERVICES

Consultancy services may include project management, installation, configuration, training and support. These services shall be performed by appropriately qualified and trained personnel, with due care and diligence, and in accordance with best industry practice. They will conform to the accompanying EcoSpatial Proposal and any specifications subsequently agreed upon between the parties.

6 PRICE

6.1 The Price is as supplied in the quotation. All sums payable are in Pounds Sterling unless otherwise stated and are exclusive of VAT and any other duties or surcharges which may be applicable.

6.2 Any variation to the Price as a result of government taxes and levies will be for the Buyer's account.

6.3 Travel & subsistence costs arising from the necessity for EcoSpatial personnel to work away from its office, in order to supply the services specified under this contract, will be charged to the Buyer at cost provided that they are approved by the Buyer in writing in advance.

7 VALIDITY

The offer is valid for 30 days from the date of quotation unless stated otherwise.

8 PAYMENT TERMS

8.1 Payment for services supplied will be strictly in accordance with the terms of the EcoSpatial quotation by mutual agreement with the Customer. In the absence of payment terms in the quotation, payment of invoices is strictly 30 days from date of receipt unless otherwise stated on the invoice.

8.2 Should the purchase be effected through a finance company then this must be stated, and the finance company clearly identified at the time of order.

8.3 If payment of the price or any part thereof is not made by the due date, EcoSpatial shall be entitled to charge interest from the due date on the outstanding amount at the rate of 3 % per annum

over the Bank of England base rate for each month or part thereof that the debt remains outstanding, or to terminate the contract.

8.4 Where an agreed consultancy services engagement is subsequently postponed or cancelled, EcoSpatial reserves the right to charge for any services provided up to cancellation or postponement, and any costs incurred such as, but not limited to, non-refundable accommodation and transportation costs.

9 OWNERSHIP

Ownership of the services supplied to the Buyer by EcoSpatial will not pass to the Buyer until the price has been paid in full.

10 ACCEPTANCE

Acceptance of the Services will occur on delivery unless acceptance tests have been separately agreed between the parties prior to delivery.

11 TIME

EcoSpatial undertakes to use its reasonable endeavours to dispatch the goods and services in accordance with the agreed delivery schedule

12 RISK

The risk in the goods will pass to the Buyer at the time of delivery

13 WARRANTY

EcoSpatial provides no warranty and accepts no responsibility in respect of quality or integrity of Third-Party Data. Services provided by EcoSpatial warrants that the services will be provided with reasonable skill and care for a period of 90 days from delivery, the services shall conform to any specifications agreed between the parties. If any of the Services are non-conforming during such period, EcoSpatial shall take remedial action so that the Services and outputs conform to the agreed specifications.

14 LIABILITY

Should it be proven that loss or damage is caused by the default or negligence of the EcoSpatial or its servants or agents, then the limit of liability shall not exceed the sum of £5,000,000 in respect of any event or series of connected events, other than injury including death to a person, due to negligence, for which no limit applies. In no event will the Company be liable for any loss of data, lost profits, or any special, indirect or consequential damages.

15 FORCE MAJEURE

If delivery is delayed by fire, accidents, or any other cause beyond the reasonable control of EcoSpatial, a reasonable extension of time for delivery shall be granted and (if the delayed is caused by the Buyer) the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay. Either party may terminate the agreement if delay due to Force Majeure exceeds 6 months.

16 LAW

The Contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Courts. English law shall be the proper law of the contract.