



GENERAL CONDITIONS OF CONTRACT

1. These Conditions constitute the terms and conditions on which NDT Services Ltd and its successors and/or assigns (**We, Our, Us**) are prepared to supply the Services to the agreed purchaser of them (**You, Your, or Yours**). Your Order is an offer by You to purchase Services under these Conditions. No Order shall be deemed accepted by Us until We issue a confirmation of Order and at that point a Contract shall come into existence. Your acceptance of Our confirmation of Order or of Our quotation or Your requesting Us to commence the supply of any Services, shall be deemed acceptance of these Conditions which shall prevail over and exclude any other terms or conditions that You may seek to impose or incorporate or which might be implied by trade, custom, practice or course of dealing, in conflict with these Conditions.
2. The Services to be provided are limited to those in the Order and shall not be changed, added to or extended unless We agree in writing [or by email]. You agree to pay on request the extra fee(s) required by Us to reflect those changes. All changed or new work shall be subject to these Conditions.
3. You warrant these Conditions are reasonable and have been freely accepted.
4. Quotations are valid for a period of three months from their date. All fees are quoted exclusive of VAT and all other sales taxes applicable from time to time, and such taxes shall be paid by You in addition, at the same time as Our fees are payable.
5. A Service may be cancelled at any time by Us giving reasonable notice in writing to You, and in such event the fee earned by Us for Services rendered up to the date of such cancellation (plus any applicable tax) shall then be paid by You. You may only terminate a Contract if We agree in writing [or by email]. Accrued rights and these Conditions shall remain applicable notwithstanding any such cancellation or termination.
6. Details contained in Our catalogues, advertisements and other material is given for general guidance only, and forms no part of this Contract and is followed or acted upon entirely at Your own risk, and We shall not be liable for any such advice or recommendation. We are entitled to correct any typographical, clerical or other error or omission in any of Our sales literature or other document or information issued by Us without liability and such documents do not constitute offers made by Us.
7. Payments shall be made within 30 days from the date of Our invoice and shall be in full without any deduction or withholding whatsoever. Unless otherwise agreed payments shall be in pounds sterling (GBP). If We accept payment in any other currency then the applicable conversion rate will be that at the date of Our invoice. If payment by You is overdue on any Contract, all credit shall be withdrawn and all amounts shall become immediately due from You as to all Contracts between Us and You, in addition to any other remedy.
8. We reserve the right to claim interest at the rate of the higher of that under the Late Payment of Commercial Debts (Interest) Act 1998 and 8 percent per annum above the then base rate of Our bankers, on all accounts which are overdue for payment beyond Our normal terms of trading as set out above.
9. We warrant that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the specifications and procedures applicable to the Contract.
10. **OUR LIABILITY:** In view of the nature of the Input Material, and the disproportionate risk associated with Our Services as against the fees payable for our Services and/or the value of the Input Material, the following provisions set out Our entire financial liability of (including, without limitation, any liability for the acts or omissions of Our employees, agents and sub-contractors) in respect of:
 - a. Any breach of these Conditions and/ or the Contract and:
 - b. Any representation, statement or omission including, without limitation, negligence and/or breach of statutory duty or otherwise under or in connection with the Contract. You acknowledge and agree that Our fees reflect the limitations of liability contained in these Conditions. Nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence (or that of our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation.
11. **YOUR ATTENTION IS ALSO DRAWN TO THE PROVISIONS OF THE FOLLOWING:**
 - a. Our total liability in contract, tort, (including, without limitation, negligence and/or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract, shall be limited to the higher of:
 - i. the fees paid by You to Us for the batch of Services that include the work giving rise to the claim; and
 - ii. the level of Our relevant insurance cover for such as an individual claim (details of which are available on request);but to the extent that the Service includes collection and/or delivery of the Input Material using Our owned or hired vehicles, then insurance cover for such in transit, will be limited to £5000 unless You have informed us sufficiently in advance in writing that the value is a higher figure so that We can arrange for insurance cover in transit to be increased accordingly at Your cost.
 - b. For the avoidance of doubt, We shall not be liable to You for:
 - i. any indirect, special or consequential loss or damage; or
 - ii. loss of data or other equipment or property; or
 - iii. economic loss or damage; or
 - iv. incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including, without limitation, in each case incidental and punitive damages); or
 - v. any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, which arise out of or in connection with the Contract otherwise than to the extent of the insurance referred to above, even if We have been advised in advance of the possibility of any such losses or damages.
12. All complaints about Output Material must be made in writing to Us without delay. We shall not be responsible in any circumstances or to any extent whatsoever whether in contract, tort, (including, without limitation, negligence and/or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract, unless written notice from You is received by Us at Our registered office within one month of any happening which may give rise to liability on Our part.
13. It is accordingly hereby expressly agreed by You with Us (for the benefit of Us and Our employees, agents and sub-contractors that notwithstanding the termination of this Contract by breach or otherwise, the exclusions and limitations of liability provided herein shall protect Us and Our employees, agents and sub-contractors in all circumstances whether this Contract or any term expressed or implied in it, be broken or repudiated and whatever the consequences of such breach of contract or repudiation and however great may be the damage suffered by You or others or the consequences following from any negligence or breach of contract or breach of statutory duty or other wrongful act or omission whatsoever on the part of Us and/or Our employees, agents and sub-contractors.
14. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
15. We shall have a general and particular Lien over property, including, without limitation, Input Material provided by You for the purpose of any Contract, for all claims and money owing by You to Us, from time to time under any contract whatsoever and in any other way whatsoever.
16. You, shall for all purposes, be deemed to be the sole beneficial owner of all property on which Services are carried out. If any other person shall in respect of any such property or any loss or damage thereto make any claim upon Us or Our employees, agents or sub-contractors in excess of the limit of liability set out above in aggregate with all other connected claims, then You shall indemnify Us and Our employees, agents and subcontractors in respect of such excess.
17. Should We be delayed in carrying out Services owing to any cause whatsoever beyond Our control (**Force Majeure**) We shall be at liberty to cancel or suspend the Contract without incurring liability for any loss or damage resulting therefrom. We reserve the right to defer the date of performance or cancel the Contract (without liability to You) if We are prevented from or delayed in carrying out the Services or any of them due to any Force Majeure event.
18. You shall make all reasonable facilities to enable Us to carry out the Services where these are agreed to be carried out at Your site or that of Your customer.
19. All intellectual property rights in or arising out of or in connection with the Services shall be owned by Us.
20. You acknowledge that, in respect of any third party intellectual property rights, Your use of any such intellectual property rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.
21. All of Our materials are Our exclusive property.
22. A party to the Contract (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. These obligations shall not apply to the extent disclosure is required by law, a court, tribunal or regulatory body from time to time.
23. These Conditions and the Contract constitute the entire agreement between You and Us in relation to their subject matter, and supersede any previous agreement or understanding and may not be varied except in writing as agreed by Us.
24. The following defined terms apply: **Conditions** these terms and conditions save as amended under condition 23 above, **Contract** means agreement by Us to supply You with Services under these Conditions. **Input Material** means any product, materials, document or data provided by You. **Output Material** means any document, data or other information provided or created by Us in Our performance of the Services. **Lien** means legal and/or equitable right to keep possession of Your property. The agreed **Service** or **Services** are those that We have agreed to provide as described in the Order. **Order** means the order for Services as set out in Your purchase order form, or Your written (or emailed acceptance of Our quotation (together with appended schedules) or as set out overleaf, as the case may be.
25. A person who is not a party to a Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
26. Our and Your rights (if any) to terminate, rescind or agree any variation, waiver or settlement under a Contract are not subject to the consent of any other person.
27. This Contract shall be governed by and construed in accordance with English Law. The parties shall be subject to the exclusive jurisdiction of the English Courts.

NDT Services Limited is a subsidiary of Intertek plc.