The Client represents and warrants:

1. CLIENT WARRANTIES AND OBLIGATIONS

The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the terms of the Proposal and pursuant to the Client’s specific instructions or, in the absence of such instructions, in accordance with relevant Intertek Proposal shall take precedence.

In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.

The Client further agrees and acknowledges that the Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communicate, any form describing the results of any work or services performed by Intertek shall only be for the Client’s use and benefit.

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August 2018

1. INTRODUCTION

1.1 This Agreement is between [Client] (the "Client") and [Supplier] (the "Supplier") for the provision of Services to the Client. The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas, know-how, trademarks, trade names, inventions, processes and/or other material for the purposes of this Agreement.

1.2 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek.

1.3 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in any trademarks, trade names or other material for the purposes of this Agreement.

1.4 The Client acknowledges that although Intertek maintains employer’s liability insurance, such insurance does not provide cover for non-Intertek employees.

1.5 Each party shall be responsible for the arrangement and costs of its own company insurance which shall be at least adequate to cover all liabilities.

2. CONFIDENTIALITY

2.1 Where a party (the "Receiving Party") obtains Confidential Information of the other party (the "Disclosing Party") in connection with this Agreement (whether before or after the date of this Agreement) it shall:

(a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own confidential information;

(b) use that Confidential Information only for the purposes of performing obligations under this Agreement;

(c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party;

(d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.

2.2 The provisions of Clause 7.1 and 7.2 shall not apply to any Confidential Information which:

(a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure.

(b) or becomes public knowledge other than by breach of this Clause 7.6.

(c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(d) is independently developed by the Receiving Party without access to the relevant Confidential Information.

2.3 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to resist such disclosure.

2.4 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any subcontractors) with its obligations under this Clause 7.

3. PROFESSIONAL SERVICES

3.1 The Services are to be performed by or on behalf of Intertek. Intertek reserves the right to change a £25 administration fee for issuing additional copies of invoices or amending invoice detail. Intertek reserves the right to charge a £25 administration fee for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal. Intertek maintains the right to reject such an invoicing amendment requested by Intertek if the Client agrees to pay this invoice within thirty (30) days of the invoice date.

4. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

4.1 All Intellectual Property Rights in any Services produced by Intertek are the property of Intertek and shall:

(a) vests in Intertek;

(b) be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had not been amended.

5. TERM AND TERMINATION

5.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue for a period of [Number of Months] months unless otherwise agreed in the Proposal. The obligations set out in this Clause 11 shall survive termination of this Agreement.

5.2 Each party may terminate this Agreement by giving at least ten (10) days' written notice to the other in the event that the other makes any voluntary arrangement with creditors or is deemed or becomes bankrupt or being a going concern.

6. LIMITATIONS AND EXCLUSIONS OF LIABILITY

6.1 Neither party excludes or limits liability to the other party:

(a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or subcontractors;

(b) for any fine or penalty incurred by the Client or the Supplier as a result of an infringement by either party of any applicable law.

6.2 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement, and signed by an authorised signatory of each party.

6.3 Each party shall be responsible for the arrangement and costs of its own company insurance which shall be at least adequate to cover all liabilities.

6.4 Severability

6.5 Any request by the Client to effect a contribution to the cost of any consequential delay or non-performance of its obligations;
Agreement had been executed without the invalid illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

**No partnership or agency**

16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

**Waivers**

16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.

16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

**Whole Agreement**

16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersede all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

**Third Party Rights**

16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

**Further Assurance**

16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.