



Quality Assurance Form 26

Standard Conditions of Contract for Supply of Services

1. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Scotland. All disputes arising out of the Contract shall be subject to the jurisdiction of the Courts of Scotland.

2. Applicability

The following provisions shall apply to any Contract for the supply of Goods or services ('the Contract') between Cadherent Limited ('the Company') and any individual, partnership or organisation ('the Customer') arising from any proposal referring to these Conditions and shall prevail over any terms or conditions which the Customer may purport to apply under a purchase order, confirmation of order or similar document, and any implied from a course of dealing. No variation or qualification of these Conditions or of any Contract shall be valid unless agreed in writing by a director of the Company.

Where there is a conflict between these terms and conditions, notes on any quotation, in correspondence or from any other source, these terms and conditions shall prevail unless specifically stated otherwise in writing.

3. Definitions

In these Conditions:

"Goods" means all goods, materials, equipment, articles (including documents, parts or accessories and digital outputs such as 3D models, CAD files, renderings, visualisations and photogrammetry data.) supplied by the Company to the Customer whether in the form in which the same was delivered and whether or not combined or admixed with any other item or substance.

4. Quotations and Estimates

4.1 The Company's quotations and estimates constitute invitations to treat and no Contract between the Company and the Customer shall arise unless and until the Company has accepted in writing the Customer's order placed on the basis of the Company's quotation. All quotations are best estimates only and are based on the information supplied to the company by the customer or any of its officers.

4.2 Unless previously withdrawn all prices and quotations given by the Company are valid for a period of forty five (45) days unless a different period has been expressly specified in writing by the Company.

4.3 Unless otherwise expressly specified, all prices shall be exclusive of Value Added Tax and of all any other local taxes which may be imposed on sales. For the avoidance of doubt the final invoiced value must be paid in full.

4.4 Any delays out with the control of the company shall be charged at the companies full day rate and should customers site conditions limit working, reduce productivity or require additional time to complete the works, this additional will be charged at the companies standard rates provided within the original quotation.

5. Provision of Labour

5.1 The customer is responsible for all necessary work visas and permits or any costs incurred in obtaining same. Any travel expenses including flights, accommodation and subsistence costs will be recharged at cost plus an uplift of 10 % (ten per cent).

5.2 All offshore and onshore day rates quoted shall be for hours worked up to a maximum of 12 (twelve) hours per day, for the avoidance of doubt a minimum of 12 (twelve) hours shall be applied. Hours in excess of the standard day rate, i.e. overtime hours in excess of the standard 12 (twelve) hours, shall be charged at the prevailing rates quoted.

5.3 The client agrees and covenants with the contractor that the client will not during the course of this agreement and for a period of 6 (six) months after termination thereof, directly or indirectly solicit, seek to solicit, entice or endeavour to solicit or entice any company personnel whose services have been supplied in connection with the agreement without the prior permission of the company.

6. Provision of Equipment

6.1 The cost of all air freight, import/export bonds or any other costs incurred as a result of the hired equipment being deployed to a client location will be to the clients account.

6.2 Equipment will be deemed to be "on hire" from the date it is despatched from the company's base until the date it is received back at the company's base and has been inspected for any damages. For the avoidance of doubt all days that the equipment is away from the company's base or is out of service as a result of damages will be charged as rental days.

7. Customer Responsibilities

7.1 The Customer shall, as and when requested by the Company, provide all necessary instructions, information, specifications, materials and access to personnel and facilities which may from time to time be required to enable the company to meet its obligations under the Contract. The Customer undertakes to pay any additional charges arising from errors or delays in providing any of the foregoing.

7.2 The Customer shall be responsible for ensuring that specifications are accurate, unambiguous and clearly legible and that they meet the Customer's requirements. The Company shall not be liable for any loss, damages, costs or expenses incurred or suffered by the Customer arising (directly or indirectly) from any inaccuracy, ambiguity or illegibility of the specification.

7.3 The Company shall not be liable for delays or defects arising from inaccurate or delayed provision of access, environmental information, or site data by the Customer.

8. Delivery and Acceptance

8.1 The Company shall use reasonable endeavours to comply with any dates stated for delivery but any such dates are estimates and given by way of general information only. In the event of failure to deliver within such times for any cause whether within or outside the Company's reasonable control, the same shall not be a breach or repudiation of the Contract and the Company shall not be liable for any loss or damage suffered by the Customer as a result of such delay.

8.2 Unless otherwise agreed in writing, deliverable items will be deemed to be accepted fourteen days following delivery to the client or fourteen days following written notice to the client that the items are ready for delivery.

8.3 All risks or loss or damage of any kind in the Goods shall pass to the Customer upon delivery of the Goods or following seven days' notice from the Company that the Goods are ready for collection or despatch.

9. Liabilities and Insurance

9.1 The Company's liability for damage to property as a direct result of the presence of the Company's staff on the Customer's site or third party sites will be limited to the amount paid for the performance of the Contract.

9.2 In instances not covered by clause 9.1, the Company's liability for any direct, indirect or consequential loss or damage howsoever caused (other than death or personal injury resulting from the Company's negligence) suffered by the Customer as a result of anything done or omitted by the Company in connection with the Contract shall be limited to the amount paid for the performance of the Contract or £50,000 whichever is the lesser. The Company's liability excludes all indirect or consequential loss, including loss of profits, data, or production, to the fullest extent permitted by law.

10. Warranty

10.1 The Company agrees to replace or revise any deliverable items under the Contract which are found to be defective through errors in design, workmanship or materials provided that any such defect is notified to the Company as soon as reasonably possible and within six months of delivery of the item.

10.2 The Company can only warrant its work if the whole of the relevant work programme as defined in the proposal is carried out, including budgeted quality checks and report generation. The Company shall be under no liability in respect of work programmes that are curtailed due to action or inaction by the Customer.

10.3 In the event that any work performed under this contract is defective Cadherent Limited's liability is strictly limited to re-performance of the defective work. Where re-performance is not possible or impractical then a credit equivalent to the proportion of defective work shall be given. No liability is accepted by the company for any consequential losses or damages that may arise as a result of the defective works.



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11. Third Parties

11.1 In the event of any claim being made against the Customer in respect of an alleged infringement of any letters patent, copyright, registered designs, trade mark or trade name arising out of application of services or Goods supplied by the Company, the Company shall be under no liability to the Customer or any third party, unless a relevant patent search has been carried out as part of the work in which case the Company's liability shall be limited to the value of the Contract.

11.2 The Customer warrants that any design or instructions furnished or given by him shall not be such as will cause the Company to infringe any letters patent, registered designs, copyright, trade mark, trade name or other like right or privilege whatsoever and by whomsoever owned and that it will indemnify and hold harmless the Company against any and all claims made in respect thereof.

11.3 The Customer shall indemnify the Company against liability, other than for death or personal injury resulting from the Company's negligence, which it may be under to any third party as a result of the existence, or use by the Customer or by anyone acquiring rights therefor through the customer, of any report, design, software, equipment or product resulting from the performance of the Contract.

12. Assignment

Neither the Company nor the Customer may assign or transfer or in any way make over any of its rights or obligations without the written consent of the other party.

13. Termination

13.1 The Contract may be terminated forthwith by either party if the other party commits a breach of the Contract which is incapable of remedy, or fails to remedy any other breach of the Contract within fourteen days of receiving notice of such a breach, or commits an act of bankruptcy, has a petition for its winding up presented which is not discharged within fourteen days, enters into any arrangement or composition with its creditors or takes or suffers any similar action in consequence of debt.

13.2 Termination of the Contract howsoever arising shall be without prejudice to any rights which the Customer or the Company have against each other which have accrued prior to or on such termination.

13.3 Without prejudice to the provisions of clause 13.2, upon termination of the Contract for any reason, the Company shall be entitled to payment for all work carried out under the Contract and any related commitments made by the Company.

14. Force Majeure

14.1 The terms and conditions mutually agreed upon in respect of this quotation shall be subject to "Force Majeure", neither company or client shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of the reason of war, hostilities, revolution, civil unrest, strike action, accident at work, accident, breakdown of machinery, embargo, tempest, default by sub suppliers, industrial lock out, epidemic, fire, cyclone, flood or because of any law, order, proclamation, regulation or ordinance of any government or of any sub division thereof because of any act of god or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. The affected party may notify the other within 15 (fifteen) days of the occurrence of the contingencies and of the obligation, performance of which is thereby delayed. Should one or both the parties be prevented from fulfilling their obligations by a state of "Force Majeure" lasting continuously for a period of 3 (three) months, the two parties should consult with each other regarding the future implementation of the contract.

15. Payment

15.1 Invoices issued by the Company are payable within thirty days and prompt settlement shall be of the essence of the Contract. Without prejudice to its right to terminate the Contract for non-payment the Company reserves the right to charge interest on overdue accounts, at 5% above the prevailing Bank of Scotland base rate, and/or suspend work on the Contract and the Customer shall indemnify the Company against any costs arising as a result of such suspension.

15.2 In spite of delivery having been made, all goods, materials and patents and other industrial property rights supplied under or arising from the Contract shall remain the Company's property until full payment of all monies (including VAT) due has been made.

15.3 The Customer will pay all monies due in full without any discount, deductions set off or abatement on any grounds.

16. Intellectual Property Rights

Subject to any obligation of confidentiality agreed between the parties and to any rights of third parties, the Customer shall be granted a royalty-free licence to use the results of the work to the extent necessary to have the benefits of the services supplied. All rights and title in inventions, methods and knowhow and the copyright in all such material shall remain the property of the Company.

17. Confidentiality

The information contained within this document is confidential and are the property of the company and may not be divulged to any party's other than the intended recipient.

18. Commercial conditions

Any order placed with the company will be subject to the terms and conditions as mentioned within these conditions of contract.

19. Validity

Any offer made under these standard terms and conditions shall remain valid and open to acceptance for a period of 45 (forty five) days.

20. Professional Care

The Company shall perform its services with reasonable skill, care and diligence in accordance with generally accepted professional standards in the UK.

21. Data Protection

Each party shall comply with GDPR and the Data Protection Act 2018 in relation to any personal or project data shared during this contract.

22. Dispute Resolution

In the event of any dispute, the parties agree to attempt resolution by mediation before legal proceedings are initiated.



SEQual



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