

## **MSA ENVIRONMENTAL LTD**

### **TERMS AND CONDITIONS A: GENERAL TERMS & CONDITIONS**

In the terms and conditions described below the "client" is the company individual partnership or other legal entity for whom the work is being carried out.

1. Contracts or work agreed for a period of 6 months or longer shall be terminable by either party on one month's notice in writing and if terminated the costs and any reimbursable expenses will be adjusted on a cost incurred basis.
2. All invoices raised by MSA Environmental Ltd should be paid within 30 days of date of invoice. Interest can be charged on outstanding balances at the rate of 2% above the base rate as indicated by Lloyds TSB plc for the period of overdue payment. Furthermore if any payment is not made on the date due MSA Environmental Ltd reserves the right to cease work and if it thinks fit terminate the contract. The client forfeits all rights to the receipt of any work report results or services in this case. MSA Environmental Ltd reserves the right not to provide services under any contract if payment is outstanding.
3. MSA Environmental Ltd is at full liberty to conduct similar work or services for any other clients.
4. The client warrants that all information provided by him or on his behalf will be full and accurate.
5. MSA Environmental Ltd will treat as confidential any information obtained in the course of work which is specific to the client or the client's business but subject to any legal requirements to the contrary.
6. Any public mention by the client of MSA Environmental Ltd must be approved in advance in writing by MSA Environmental Ltd and the client will not make any reference to MSA Environmental Ltd without such approval.
7. Any equipment materials chemicals or other such items which are to be supplied by the client for the purposes of any work shall be maintained delivered assembled dismantled and collected at the clients cost. The client shall bear full responsibility for any equipment owned by MSA Environmental Ltd stored or left on the client's premises.
8. MSA Environmental Ltd shall not be held responsible for failure or delay in carrying out the work in whole or in part due to any circumstances whatsoever beyond its control nor shall any such delay or failure in carrying out the work invalidate any contract nor give rise to any claim for damages whatsoever.
9. MSA Environmental Ltd shall be entitled to the copyright in respect of any working papers reports drawings produced in the process of completing the work. The client will be entitled to publish any report papers drawings subject to the provisions of condition 6 above.
10. If any patentable discovery is made in the course of any work MSA Environmental Ltd and the client shall attempt to negotiate terms for the exploitation of that discovery sharing the benefit as may be reasonable in the light of their respective contributions to the making of the discovery and the expected expenses of the exploitation. If agreement cannot be reached the terms shall be determined by a barrister agreed by MSA Environmental Ltd and the client or in default of agreement by the President of the Law Society and such person shall act as an expert and not an arbitrator.
11. Any notices to be served shall be in writing and if posted by first class mail shall be deemed to be served on the second business day after posting. Any notices issued by MSA Environmental Ltd can be signed by any director.
12. All contracts or agreements to complete any work between MSA Environmental Ltd and the client are subject to these terms and conditions unless MSA Environmental Ltd specifically varies the same in writing. In the event of conflict or inconsistency between these terms and conditions and the terms and conditions of any order or acceptance these terms and conditions shall prevail. For sake of certainty between MSA Environmental Ltd and the client no representations warranties or amendments made by any MSA Environmental Ltd personnel shall form part of any contract or constitute a collateral contract unless specifically confirmed in writing by a director of MSA Environmental Ltd.
13. Any reports papers drawings produced in the process of completing any work shall not be used for the purposes of advertising publicity or litigation without the written consent of MSA Environmental Ltd.
14. Any reports papers drawings produced in the process of completing any work are for the sole use of the client. They must not be used for any purpose detrimental to the interests of MSA Environmental Ltd nor must their contents be disclosed to any third party without the written consent of MSA Environmental Ltd. In any event MSA Environmental Ltd shall not be liable to any third party in respect of any work carried out.
15. The client shall not be entitled to withhold payment of any amount because of any disputed claim of any nature or to set off against any amount payable.
16. MSA Environmental Ltd shall not be liable whatsoever for any consequential or special damage in connection with any circumstances including without limitation loss of profits loss of contracts loss by reason of plant shut-down non-operation or increased expense of operation.
17. These terms and conditions will be subject to English law and both MSA Environmental Ltd and the client hereby subject to the jurisdiction of the English courts.