

STRUCTeam LIMITED

CONDITIONS OF SALE

1. Applicable Terms:

These Terms and Conditions of Business shall apply in respect of any work carried out by STRUCTeam Ltd. (hereinafter called the "Engineers") and the purchaser of the services (hereinafter called the "Client") to the exclusion of any terms and conditions contained in any document of the Client. The contract between the Engineers and the Client, howsoever formed (either formally through the signing of a contract or the placement of a purchase order, or less formally through e-mail instructions or through a verbal agreement), for the purposes of this document is called the "Agreement". No changes or additions to these Terms and Conditions shall apply unless agreed in writing by the Engineers and they will apply to all Agreements made between the Engineers and the Client. The Engineers may modify, amend, update or replace these Terms and Conditions of Business in whole or in part upon at least thirty (30) days prior written notice to the Client

2. Documentation and Drawings:

If the Engineers' services involve the use of documentation or drawings supplied by the Client, the Client shall indemnify the Engineers against all loss, damages, costs, and expenses awarded against or incurred by the Engineers in connection with any claim or infringement of patent, copyright, design or other industrial or intellectual property rights of any other person which results from the Engineers' use of the Clients documentation or drawings.

3. Quotations:

Quotations are valid for 1 calendar month from the date of issue.

4. Payment:

- (a) All fees are payable within 15 days after the end of the month of the invoice unless agreed otherwise.
- (b) If the Client does not dispute the contents of an invoice by notice to the Engineers in writing received by the Engineers within fifteen (15) days of the date of the invoice then the Client shall be deemed to have accepted the invoice.
- (c) If the Client fails to make any payment on the due date, without prejudice to any other right or remedy available, the Engineers shall be entitled to:
 - (i) Suspend performance of their services on any current contract; and/or
 - (ii) levy an administration charge to be paid by the Client in an amount calculated as follows:-
 - (aa) if the amount outstanding is £1,000 or less, the administrative charge shall be £40;
 - (bb) if the amount outstanding is more than £1,000 but less than £10,000, the administrative charge shall be £70;
 - (cc) if the amount outstanding is £10,000 or more, the administrative charge shall be £100;
 - (iii) Charge the Client interest (before and after judgment) on the amount unpaid, at the rate of 10% per annum above the base rate from time to time of the Bank of England, calculated on a daily basis from the date payment was due until the actual date of payment; and/or
 - (iv) Cancel the Contract.
- (d) All fees and charges are exclusive of VAT which shall (if applicable) be payable by the Client in addition at the prevailing rate.
- (e) The licence granted by the Engineers to the Client pursuant to paragraph 6 below shall be suspended (and the rights granted to the Client pursuant to such licence shall not apply) during any period in which any sums due and payable by the Client to the Engineers remain outstanding and unpaid.

5. Expenses:

- (a) The Engineers shall supply at no extra cost all necessary documents and communications with the Client pursuant to this agreement. Express postal services and extra copies of documentation may be charged at extra cost, subject to prior agreement with the client.
- (b) Travel expenses will be charged extra as required, subject to prior agreement with the client.

6. Copyright:

Copyright and all other intellectual property rights in all reports, drawings, descriptions, specifications, documents and all other products of the activities of the Engineers under or in connection with the Agreement (the "Materials") shall remain vested in the Engineers. The Engineers hereby grant to the Client a non-exclusive, non-sub licensable and (subject to paragraph 4 (e) above) perpetual and irrevocable licence to use the Materials and to copy, update and adapt the Materials and make derivative works based upon all or part of the Materials for the purposes of its business (as carried out by the Client on the date the Agreement is entered into).

7. Expertise:

The Engineers shall not be required to assign to the Client any rights whatsoever in relation to such ideas, know-how, methodologies and technologies developed by or used by the Engineers (whether prior to or in the course of the performance of their services for the Client) as together constitute the expertise which the Engineers bring to bear on the performance of their services hereunder.

8. Liability:

- (a) The Engineers have no obligation, duty, or liability to the Client in contract, tort, for breach of statutory duty, or otherwise, beyond that of a duty to exercise reasonable skill, care and judgment.
- (b) In any event and notwithstanding anything contained in the Agreement, the Engineers' liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the services provided to the Client (except in relation to death or personal injury caused by the negligence of the Engineer) shall be limited to 33% of the Design Contract price.
- (c) In no circumstances shall the Engineers be liable in contract, tort (including negligence or breach or statutory duty) or otherwise howsoever, and whatever the cause thereof for:
 - (i) any increased costs or expenses: or
 - (ii) any loss of profit, business, contracts, revenues or anticipated savings: or
 - (iii) any special indirect or consequential damage of any nature whatsoever.

9. Confidentiality:

The Engineers may use part of their design work in their promotional literature but the Engineers shall keep secret all confidential information which is disclosed to them by or obtained by them from the Client pursuant to the agreement.

10. Law:

This agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

11. Document Issues

Structural Engineering information will be presented in the form of engineering drawings of a suitable format (A1, A2, A3 or A4), which will be provided electronically in AutoCAD format. Drawings can be sent via e-mail assuming compatible electronic mail systems and protocols. The Engineers' procedure is to issue drawings initially as preliminary for comment only, then to issue them for construction once all comments have been received and the drawings updated. In the absence of feedback from the client, drawings will be reissued for construction after 10 working days of preliminary issue.

In cases where other expertise is purchased from the Engineers information will be issued in a formal written report. This will be sent to the client on completion of the work, or at stages as the work progresses, as agreed on an individual contract basis with the Client according to the needs of the Client.

12. Variations

Any changes in scope from that listed in the Agreement would constitute a variation, which may or may not affect the cost or timeframe. During the design stage, any redesign resulting from changes made after the design of an element has been completed, or progressed to the point where the job requires significant alteration to that element, would be seen as a variation and charged as a separate job under this quotation. The fee would be negotiated at the time of the variation. All requests for variations must be in writing.

13. Design Exclusions

Non-structural, naval architectural and safety considerations, including but not limited to watertight compartmentalization, downflooding, intact and damaged stability and scuppering, as well as all aspects of geometry definition, remain the responsibility of the Client. The designs of metallic components, or any other components not constructed of fibre-reinforced plastic materials, are specifically excluded as they fall outside The Engineers' specialist expertise. Specific exclusions to the Engineer design work include, but are not limited to: Composite engine air ducting, non-structural components such as interior joinery, minor machinery mounts, battery boxes, ducts, Scantling authority liaison, and lightning protection.

14. Licence

These terms and conditions are for the supply to the client of specified design information for the engineering project. It is agreed that the client may use the design work (or any part thereof) of the Engineers provided at no additional cost to the Client. Should any more articles be built using any part of the design information, whether by the client or by any other person or entity whatsoever, the client shall indemnify and hold harmless The Engineers against any liability, damages, cost or expense whatsoever and howsoever arising (whether in contract, tort or otherwise) from or in relation to or in consequence of the building of such additional articles.

15. Export Compliance

The Client shall comply with all laws and regulations related to the import/export of technology and products received from the Engineers, or the direct products of that technology or those products. This obligation survives termination of this Agreement.

16. Currency

The currency of any transaction will be given in the quotation.

17. VAT

All prices are exclusive of Value Added Tax.