



CISTEC - Document 7

STANDARD TERMS & CONDITIONS OF SERVICES

These Standard Terms of Services apply to all offers, quotations and agreement of services by CISTEC to any of its clients/customers or potential clients/customers (being a corporate or private individual or institution or organisation). If CISTEC and Client have entered into a separate written contract relating to the provision of services, these Terms and Conditions shall additionally apply under the separate agreement to the extent they are not inconsistent with the terms of the separate agreement.

QUOTATIONS

Quotations and proposals are subject to amendment or withdrawal by CISTEC at any time prior to the signing of an agreement with the Client. Estimates are for planning and budgeting purposes only. CISTEC shall strive to work within stated budgets, but is not liable if expenses/costs exceed estimates as a result of changes to the project's parameters or any other unforeseen changes or conditions outside control of CISTEC. The Client's approval in writing shall be obtained for any increase in fees or expenses/costs that exceed 5% above that to which the Client has agreed. Fees and expenses that are orally authorised shall be invoiced and paid for by the Client.

CONDITIONS OF ENGAGEMENT

A signed contract or other written confirmation of agreement is required prior to the start of any works/projects. The Client and CISTEC each represent that they have full power and authority to enter into an agreement and that the agreement is binding upon the Client and CISTEC and enforceable in accordance with its terms.

VAT

Cistec is a VAT (Value Added Tax) registered company. All the payments (i.e. fees and charges and other financial transactions, etc.) received from our clients/customers are subject to the current standard rate of VAT in the country. As required by Law, the VAT will be collected from the clients/customers in conjunction to any other fees/charges payable to Cistec and remitted to HMRC directly as part of our internal accounting system.

TERM OF PAYMENT

CISTEC reserve the right to demand an advance payment (either as a fixed amount or a percentage in proportion to the estimated total fee, as per terms of agreement/engagement) before any work shall begin.

Invoices will be issued monthly for the services rendered and costs incurred to date, and upon completion of the works/projects. If it is found that any major expenses will need to be incurred during the project, the Client shall be notified and shall be asked to advance CISTEC a proportion of the said expense. All related outside costs (i.e. subcontractors fees/works, etc.) incurred during the project will be subject to a mark-up of 10% for the purpose of administrative works, etc.

All invoices are payable within thirty (30) days of receipt. CISTEC reserves the right to demand a service charge of 2%, compounded monthly on all overdue outstanding balances.

CANCELLATION OF ORDERS

No cancellation of any order by Client shall be accepted unless the cancellation is received by CISTEC in writing and CISTEC accepts the cancellation in writing. Upon cancellation the Client may be required to pay for the value of that part of the works completed in connection with any verbal or written instruction/agreement, the value of any items or materials incurred by CISTEC which cannot reasonably be used elsewhere by CISTEC, and any other costs and liabilities which CISTEC incurs by reason of Client's cancellation. Any extra cost or liability incurred by CISTEC due to suspension of work or delays in

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supplying of any urgently requested information by CISTEC or lack of or mistaken instructions from Client or to any interruptions or other delays attributable to Client shall be added to the cost of the services and paid for by Client.

COPYRIGHT AND OWNERSHIP

The Client guarantees and warrants that all materials provided to CISTEC are owned by the Client or that the Client has all necessary rights, including copyright and waiver of moral rights in such materials. All services provided and materials (i.e. design calculations, drawings/details, specifications, reports, photographs and etc.) produced or obtained externally in the course of a project by CISTEC shall be for the exclusive use and benefit of the Client for that specific project/job, these materials should not be used for promotional purpose or use for any other/different projects without a prior written permission from CISTEC.

CISTEC shall retain title to all intellectual property rights and materials until it has received payment in full of all sums owing in connection with the supply of all materials and services to Client at any time. Upon receipt of payment in full, the Client shall obtain a full ownership of all drafts and final work materials (i.e. design calculations, drawings/details, specifications, reports, photographs and etc.).

STORAGE AND ACCESS

CISTEC shall retain and store all electronic files for a minimum period of 3 month after completion of the project. Upon expiration of this period, all such materials may be destroyed by CISTEC without prior notice to the Client.

The Client may choose to have the project archived on a shared or dedicated storage device, for a one-time fee which is calculated per gigabyte of required storage, but CISTEC will not accept any responsible for information or materials being lost or destroyed due to disk failure or other unforeseeable hazards. The Client shall have reasonable access to all stored materials for the purpose of review, and shall pay CISTEC a reasonable fee for de-archiving or retrieving materials, should expenses be incurred.

CONFIDENTIAL INFORMATION

The Client and CISTEC shall not, without prior written consent, disclose to any third party any secret or confidential information supplied by the other party. Client shall not copy or reproduce documents, specifications, or other written material supplied by CISTEC in connection with the materials or services or any part thereof.

LIABILITY

CISTEC is not responsible for errors or omissions in any work produced as per the Client's approval. No financial responsibility is assumed by CISTEC for errors or damages resulting from such errors. The Client will indemnify, defend, and save harmless CISTEC against any claim, damages and expense, actions or causes of action arising from or prompted by the use of any material supplied to CISTEC by the Client or its agents. All property belonging to the Client or its agents, which is handled and stored by CISTEC shall be done so at the Client's own risk.

CISTEC shall, without prejudice to any other provisions hereof, be entitled to cancel or rescind any contract and shall not be liable for any loss or damage if its ability to perform its obligations under the contract is in any way adversely affected by circumstances beyond CISTEC's control, or by commercial unfeasibility including the failure by CISTEC's subcontractors to fulfil their obligations, the denial or cancellation of necessary permits or licenses or substantial increases in the costs of performance.

PLEASE NOTE THAT BY DOING ANY BUSINESS WITH CISTEC CHARTERED ENGINEERS, YOU ARE AGREEING TO ITS TERMS AND CONDITIONS.

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