

## FRAMEWORK SERVICES TERMS AND CONDITIONS (UK AND IRELAND)

### 1. Formation of Contract

- 1.1 These terms and conditions, including the relevant service specific terms set out in Annex 1 **Terms and Conditions** any quotation, proposal, estimate or fee quote ("**Quotation**") provided by or on behalf of the Company (as defined below), shall apply to the **Services** **Customer** d carried out by the entity noted on the Quotation **Company**
- 1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer's purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms **including include in particular** shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 Unless otherwise specified therein, Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and contract shall only come into existence in accordance with sub-condition 1.4
- 1.4 The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions and the relevant service specific terms based on Services purchased. No offer placed by the Customer shall be accepted by the Company, other than by a written acknowledgement issued by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and **Contract** .
- 1.5 No acceptance or acknowledgement, even if in writing and signed document pertaining to the Services shall constitute acceptance of document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.
- 1.6 In the event of any conflict between the terms of a Quotation and these Terms and Conditions, these Terms and conditions shall take priority unless otherwise explicitly agreed in writing by the Company.

### 2. Variation including Cancellation, Postponement and Amendment

- 2.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an

staff who without having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the

In the event of a breach of this undertaking, which leads to the departure of any person as referred to in sub-condition 3.8.1, the Customer will pay to the Company, on demand, a sum equivalent to 50% of the total annual remuneration package paid by the Company to the individual prior to his or her departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company.

#### **4. Services**

- 4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards.
- 4.2 The Customer shall give the Company notice of any defects in the Service as soon as it is aware of them and shall in any event give Company detailed notice in writing of those defects within three (3) months of the Services being supplied. The Customer may not make any claim except when it has given notice as required by this condition. Where Company agrees the Services are defective, a suitable timeframe for any defect remediation will be mutually agreed by Company and the Customer.
- 4.3 The Company will use its reasonable endeavours to complete Services by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay. For clarity, Company does not guarantee any date that is given by way of estimate only.
- 4.4

the indemnifying party. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the other party to comply with applicable laws; or (iii) any breach of the Contract by the other party.

5.10 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

5.10.1 death or personal injury resulting from negligence; or

5.10.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or

5.10.3 any other matter which may not be limited or excluded by law.

5.11 This condition 5 shall survive termination of the Contract.

## 6. Intellectual Property Rights

6.1 In this condition 6, the following definitions apply:

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

6.2 All Intellectual Property Rights (including copyright in reports, records, certificates, written statements, scientific documentary, primary data or electronic means of handling data) produced during any Service or otherwise given by Company in the course of the Services shall belong to and remain the property of the Company.

6.3 To the extent the Services involve the preparation of a report or certification for the Customer, upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the report or certification (including the right to sub-license), subject to the terms of sub-condition 6.2 and this sub-condition 6.3. The report or certification

party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**11. Severability**

If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance



**ANNEX 1 - SERVICE SPECIFIC TERMS**

**Part A.**

revision will be issued. In relation to any radiography reports and film delivered or interpreted as part of the performance of the Services (if applicable), the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the

