

company of that party, and any subsidiary of a holding company of that party.

3.7 The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not

3.7.1 solicit or entice away (or assist anyone else in soliciting or

5.4 When testing, analysis or other services are carried out, the Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing before delivery to the Company and the property itself delivered to the Company is clearly marked "Do Not Destroy or Damage". If such notice is given and the Customer's property is so marked, the Company's liability and the Customer's sole and exclusive remedy for damage to or destruction of the Customer's property is limited to the lesser of:

5.4.1 the value of Customer's property; or

5.4.2 the cost of the Services performed on the damaged or destroyed property pursuant to the Contract.

6. Re-Delivery

6.1 The Company will at the Customer's reasonable written request, deliver the Customer's property (other than that which is destroyed as part of the Services) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

6.2 Unless specifically instructed to the contrary in writing by the Customer, the Company reserves the right to properly dispose of Customer's property after completion of the Services provided that the length of time Customer's property is kept after completion of the Services before being destroyed will be at the absolute discretion of the Company. The Company reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the

a

