



Composite Innovations Ltd. Terms of Business:

1. Definitions.

- 1.1 Composite Innovation Limited Company number 5488798 is abbreviated to in these terms as "CI Ltd."
- 1.2 The organisation with which CI Ltd. is doing business is referred to as the "Client"
- 1.3 The work carried out for the Client by CI Ltd. shall be referred to as the "Contract".
- 1.4 The Fee Proposal describes the work to be carried out for the Client by CI Ltd.

2. Charges and terms of payment.

- 2.1 Unless stated in Fee Proposal, the Payment of fees due to Composite Innovations Ltd (CI Ltd.) for carrying out the Contract shall be made to CI Ltd. within 28 days of the invoice date. CI Ltd. may require a deposit prior to the start of a Contract and/or part payments during a Contract. The Client will be notified of this before the start of a Contract.
- 2.2 If the payment of any sum due to CI Ltd. is delayed, then CI Ltd. shall be entitled to charge interest of 8% above the Bank of England base rate at the time being in force. Alternatively, when applicable, the scale of interest will be determined by The Payment of Commercial Debts Interest Act 1998.
- 2.3 Composite Innovations Ltd. is VAT registered. VAT will be due at the rate ruling on the invoice date. (VAT registration number 866 3324 1112 3).
- 2.4 Rights and title of ownership of goods, materials, components, prototypes and samples manufactured for the Client as part of the contract by CI Ltd. will remain with CI Ltd. until payment is made in full.

3. Travel, subsistence and shipping.

- 3.1 *Travel:* Unless otherwise stated on the quotations travel is charged extra. By car this will be charged at 42 pence per mile for the first 100 miles. There after will be charged at 25 pence per mile. Journeys by public transport will be charged extra.
- 3.2 *Mobilisation fee:* Unless other wise stated in the Fee Proposal a mobilisation fee of £20 per hour of travel for journeys up to 200 miles. And £120 per day for journeys over 200 miles will apply.
- 3.3 *Subsistence and accommodation:* this shall be to a comfortable standard and unless stated in the quotation will be charged extra. Accommodation shall be non-smoking.
- 3.4 *Shipping:* unless stated on the quotation, shipping of goods and papers will be charged extra. 3.5 CI Ltd. will not be liable for losses which arise because of shipping delays, every endeavour will be made to use shipping companies of good repute.

4. Intellectual property and copyright.

- 4.1 CI Ltd. reserves the right to use intellectual property developed as a consequence of this contract in industrial sectors where the Client does not have a competitive interest. The Client shall inform CI Ltd. in writing of a competitive interest that may be applicable.
- 4.2 The copyright of all materials such as reports, drawings, designs, calculations, computer programmes and photographs, but not limited to these, produced by CI Ltd in the course of performing the Contract shall remain with CI Ltd.

5. Professional indemnity and insurance.

- 5.1 Save in the respect of personal injury, no liability shall attach to CI Ltd. in respect of CI Ltd's. services except such liability as ought to be covered by CI Ltd's Professional Indemnity Insurance which is limited to the value of the invoice of the contract.
- 5.2 CI Ltd. shall maintain this Professional Indemnity Insurance when required by the Client shall produce evidence of that cover.
- 5.3 Public liability insurance is limited to £2,000,000
- 5.4 CI Ltd. shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of this Contract.
- 5.5 Where composite (but not only composite) structural design services are supplied, every attempt will be made to allow for reduced material properties that come about from particular composites manufacturing techniques by the organisation which builds the design, but defective composites manufacture by the end builder cannot be accounted for by CI Ltd. and thus CI Ltd. offers no guarantee to the structural performance of a design supplied by CI Ltd. and built by a third party.
- 5.6 Any composites structural design supplied by CI Ltd. to the Client should have an appropriate physical evaluation programme applied to it. Software simulations should be verified by appropriate physical testing.

6. Confidentiality.

- 6.1 CI Ltd. and the Client shall keep confidential all information of the other party, whether designated as confidential or not obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain other than by breach of the Contract; or information obtained from a third party who is free to divulge the same.
- 6.2 CI Ltd. and Client shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 6.3 CI Ltd. may refer to the Contract or to the fact that the Client is a customer of CI Ltd. with the prior consent of the Client, which shall not be unreasonably withheld.

7. Obligations.

- 7.1 Any ongoing, additional and/or supplementary work between the Client and CI Ltd shall be subject to the Terms of Business applied at the time that CI Ltd was instructed to carry out the original Contract.
- 7.2 Unless the Client informs CI Ltd in writing (before placing the order for the Contract) of particular circumstances where it may be necessary to retain the services of CI Ltd. beyond the completion of the Contract, then CI Ltd. shall have no obligations to the Client after the Contract is completed, other than what is reasonable in ensuring that the Contract is fulfilled in a diligent and professional manor and thus CI Ltd. is free to be hired by other organisations at any time.
- 7.3 Communications between the Client and CI Ltd. shall not alter the terms applied to the contract. For example, and email exchange during the course of the Contract between the Client and CI Ltd. will not inadvertently alter these Terms of Business.

8. Law

- 8.1 The contract with CI Ltd. shall be governed by and construed in accordance with the Law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Version 1.5 October 2010