

- 1 HPi is the trading name of HPi Verification Services Ltd, whose registered office is at The Manor House, Howbery Park, Wallingford, OX10 8BA, United Kingdom registered in England and Wales number 7217086.
- 2 "Work" shall mean any activity or service provided by HPi within the Contract.
- 3 "Client" means the contracting party for whom the Work is being undertaken by HPi.
- 4 "Contract" means the contract between HPi and the Client for performance of the Work.
- 5 "agree" or "agreed" means agree or agreed in writing.
- 6 Unless otherwise agreed, these Conditions shall be deemed to be incorporated in the Contract and shall apply to the total exclusion of any terms and conditions of the Client.
- 7 In the event of any conflict between these Conditions and any conditions expressly stated elsewhere in the Contract, the conditions stated elsewhere shall apply.
- 8 All quotations, unless otherwise stated, will be based on costs, statutory obligations and conditions ruling at the date of the quotation. Should any variation in such factors occur between the date of the quotation and the date of completion of the services, HPi will have the right to amend its price to take into account such variation.
- 9 Unless stated to the contrary, quotations exclude all costs for re-inspections, abortive visits and the appraisal of drawing revisions. Such costs will be notified to the client as and when they occur and will be added to the contract price. non-performance, impossibility, negligence during negotiation as well as tort are hereby excluded.
- 10 This exclusion of liability mentioned in paragraph 9, does not apply in case of (wrongful) intent and/or gross negligence of our legal representatives or our executive officers and also not in case of negligent breach of any essential contractual obligation.
- 11 In case of negligent breach of an essential contractual obligation our liability is - except in cases of (wrongful) intent and/or gross negligence of our legal representatives or executive officers - only for damage which is typical to the kind of contract and reasonable foreseeable at the time at which the contract was entered into.
- 12 HPi intends to employ any methods, procedures, techniques, personnel and sources of information set out in the Contract, but reserves the right to vary these at its discretion. Any such variation shall be notified to the Client.
- 13 HPi makes no guarantee or warranty that any product(s) submitted for test as part of the work will pass such test, even where HPi has undertaken preparatory work. Furthermore, due to national variations in implementation and interpretation of legislation across Europe, HPi cannot offer any guarantee or warranty that certificates will be accepted by a national Authority.
- 14 Unless otherwise agreed, HPi shall have the right to include references to the Work in its promotional material. Such references shall not include detailed material without the consent of the Client.
- 15 HPi shall have the right to retain copies of all correspondence provided by the Client relating to the Work.
- 16 HPi shall become the owner of any intellectual property and information relating to the product assessment process arising as a result of the Work.
- 17 The Client shall pay the invoices in pounds sterling within twenty-eight (28) days of the submission of any invoice by HPi Such payment to HPi shall mean that payment exclusive of any taxes and duties chargeable thereon by any central government, local government or statutory body whatsoever, all of which taxes and duties shall be paid by the Client.

- 18 HPI shall be liable under this Agreement, in tort (including negligence) under statute or otherwise for any loss or damage suffered by the Client and/or any loss, damage, injury or death suffered by any third party ONLY INsofar as such loss is solely attributable to the negligence or omission of HPI Ltd's employees or agents acting within the course of their employment or scope of their authority AND PROVIDED THAT HPI's total liability under this clause (except in the case of bodily injury or death) shall be limited to 50,000 pounds sterling or five times the value of the Contract, whichever is the greater.
- 19 Subject to Clause 18, the Client shall indemnify and hold harmless HPI against any claims, costs, expenses and liabilities whatsoever incurred, arising out of or in consequence of the Contract.
- 20 Throughout the period of the Contract, the Client shall afford HPI and its employees, agents and sub-Contractors such reasonable access to its premises or other premises where the Work is to be performed and to material relevant to the Contract as HPI may reasonably require to perform the Work.
- 21 Should delays arise in the Client's supply of the necessary project information or materials to HPI, then HPI shall not be responsible for the overall extended duration of the Contract, associated with such delays. Upon occurrence of such delays, HPI will inform the Client and advise what the effect on the Contract Price will be as soon as possible after receipt of the required project information or materials. HPI will promptly advise the Client in the event that it becomes aware of any foreseeable delays in its area of responsibility.
- 22 Neither party shall be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party.
- 23 Any samples or materials required by HPI for the execution of the Work shall, unless any provision is made otherwise in the Contract, be retained, if practicable, for a maximum period of two months next following the submission of the final report during which time the Client may make arrangements for their collection. Should the Client not make such arrangements HPI shall be entitled to dispose of the samples or materials.
- 24 HPI undertakes to keep confidential all information received from the Client as part of the Work.
- 25 HPI's quotation is based on weekday working and normal daytime working hours. If HPI's employees are required, for any reason, to provide services outside these hours, additional charges will be applicable.
- 26 The client will be responsible for obtaining visas, work permits, and site access permits for HPI's employees, if required by government or local authorities and/or private owners.
- 27 Except where otherwise stated, all prices are quoted exclusive of Value Added Tax (VAT).
- 28 The Contract shall be deemed to be a contract made in England, governed by English Law and the jurisdiction of the English Courts