

Terms and Conditions for KP Acoustics Research Labs Ltd

1. Definitions

In these terms and conditions, the following expressions shall have the following meanings:

1.1 "Client" shall mean the company, firm, or individual to whom KP Acoustics Research Labs Ltd (hereinafter referred to as "KPARL") supplies Consultancy, Testing, and Research Services (hereinafter referred to as "Services").

1.2 "Proposal" shall mean the proposal or quotation document annexed to these terms and conditions for the provision of Services.

1.3 "Specification" shall mean the description, specifications, and other details of the Services set out or incorporated by reference in the Proposal.

1.4 "Contract" shall mean the Contract between KPARL and the Client entered into subject to these Conditions for the provision of Services, comprising the Proposal (including the Specification) and the Client's acceptance thereof in accordance with Condition 2.1.

2. Contract for Services

2.1 The Proposal shall be valid only if accepted by the Client by signing and returning to the KPARL within 30 days and making payment for a non-refundable booking deposit as specified in Clause 6. The booking deposit is required to secure the booking, and dates for the provision of Technical Assistance cannot be guaranteed until the deposit is received, and the booking is formally confirmed by KPARL. If not accepted and the deposit is not received within the specified timeframe, the estimated cost and estimated delivery schedule stated therein may be subject to change by KPARL, or KPARL may refuse to proceed with the Contract. The Proposal shall state the date(s) by which any information or other items to be supplied by the Client to enable KPARL to provide the Technical Assistance will be required from the Client to meet the estimated delivery schedule stated in the Proposal.

2.2 The Contract shall be subject to these terms and conditions, to the exclusion of any different terms or conditions printed on or referred to in any documents issued by the Client. Any such different terms and conditions will not apply to the Contract and will be deemed not to constitute a counteroffer.

2.3 KPARL shall not be under any obligation to progress the Contract until it has received all necessary information and items from the Client as referred to in 2.1 above.

3. Availability of Services

3.1 KPARL shall be responsible for providing the Services to the Client in accordance with the requirements of the Contract. Although KPARL will use all reasonable endeavours to meet the

estimated delivery schedule set out in the Proposal, it is understood that this schedule is only an estimate, and therefore KPARL accepts no responsibility or liability for any delays.

3.2 KPARL shall use reasonable efforts to notify the Client of any delay in the estimated delivery schedule for the use of the facility and provision of Technical Assistance, and to propose a revised estimated delivery schedule to the Client. Any onward notification of such delay to customers of the Client shall be the sole responsibility of the Client. Where the reasons for the said delay are other than those covered in Condition 4 (Force Majeure), the Client shall have the right (within thirty days of the date of receipt of the notification) to advise the KPARL in writing that it intends to terminate the Contract forthwith. In such cases, the Client shall remain liable for any costs incurred by KPARL up to the date of termination, and suitable invoices will be supplied requiring immediate payment upon receipt.

3.3 The Client is responsible for collecting any physical items related to the Services from the premises specified by KPARL, including any items originally provided by the Client. If the Client fails to arrange collection within 14 days of notification, KPARL reserves the right to dispose of the items and apply a £500 disposal fee.

3.4 Samples for testing shall be accepted only with the agreement of KPARL. If a large number of samples or bulky items are to be delivered, the Client shall provide appropriate means for offloading them into the specified storage area. KPARL reserves the right to refuse acceptance of samples if appropriate means are not provided or to make an additional charge, as agreed with the Client, before invoicing. The disposal of submitted samples shall be arranged by the Client unless otherwise agreed with KPARL.

3.5 If specified in the Proposal, KPARL shall provide progress reports to the Client at agreed intervals and arrange progress meetings as per an agreed schedule.

4. Force Majeure

4.1 Neither Party shall be liable to the other Party for any delay in performing or failure to perform any obligations under the Contract due to acts or intervention of Government or Government agencies, fire, flood, explosion, Act of God, declared or undeclared war, riots, civil commotion, strikes or industrial disputes, or any other cause beyond its reasonable control.

4.2 KPARL has the right to extend the estimated delivery schedule in response to a force majeure event. However, if such extension continues for three months, the Client may terminate the Contract without liability to KPARL, except for reimbursement of incurred costs and expenses.

5. Prices and Payment

5.1 Prices for the provision of Services will be as specified in the Proposal.

5.2 Invoices for Services provided by KPARL will be issued as follows:

- A 50% booking deposit invoice will be issued upon confirmation of the Service booking, which must be paid in accordance with the terms stated on the invoice.

- The remaining balance will be invoiced upon completion of testing and must be paid in full prior to the release of the final report.
- For longer-term or phased projects, invoices will be issued monthly in arrears for work completed during that month, or in accordance with an agreed payment schedule for each project phase.
- Payment shall be made in Pounds Sterling in accordance with the stated terms. Value Added Tax (VAT) and any other applicable taxes or duties will be added to the invoices at the prevailing rates.

5.3 Additional work required by the Client will be provided at the discretion of KPARL and will be subject to additional charges. The Client will be informed of these charges before the commencement of such work.

6. Booking Deposits

6.1 KPARL shall confirm a booking for the provision of testing services upon receipt of a 50% deposit, as set out in the proposal provided to the Client.

The deposit is non-refundable in the event of cancellation within 8 weeks of the scheduled testing date. If a booking is cancelled more than 8 weeks prior to the scheduled date, the deposit may, at KPARL's sole discretion, either be refunded, or transferred to an alternative booking date subject to availability.

6.2 The Client shall make the deposit payment within the timeframe specified in the Proposal or as otherwise agreed upon in writing with KPARL.

6.3 In the event that the Client fails to make the required deposit payment within the specified timeframe, KPARL reserves the right to postpone or cancel the booking without further liability or obligation to the Client.

6.4 The deposit shall be deducted from the total fees due for the Services, as specified in the Proposal. The Client shall settle the remaining balance in accordance with the payment terms outlined in the invoice.

6.5 The deposit is non-refundable and non-transferable, except in cases where KPARL cancels the booking due to reasons within its control. In such cases, KPARL shall refund the deposit to the Client in full.

6.6 The Client acknowledges that the deposit is intended to secure the booking and allocate resources for the provision of Services. Failure to pay the deposit may result in a delay or cancellation of the booking.

6.7 KPARL shall provide the Client with a receipt or confirmation of the deposit payment upon receipt.

7. Copyright

7.1 All intellectual property created by KPARL prior to or during the provision of Services shall be owned by and vest in KPARL.

7.2 The Client is licensed to use the results of the Services as specified in Condition 8.

8. Services

8.1 The Services are provided by KPARL solely for the Client's use, as outlined in the Specification. The Client shall not communicate the results of the Services or any related information to any third party or use them for any purpose other than those specified in the Contract. If the Client shares the results or information with a third party, the Client will be fully responsible for any consequences and shall indemnify KPARL against any resulting loss, claims, costs, expenses, and liabilities.

8.2 In the event of an error or defect in the Services provided by KPARL, the Client may notify KPARL in writing within one month of receiving the results, and KPARL will investigate and rectify the error or defect as soon as possible.

8.3 Except as specified in Condition 8.2, KPARL accepts no liability for errors or defects in the Services or their consequences and provides no warranty in this regard.

9. Limitation of Liability

9.1 Subject to clause 9.3, KPARL shall not be liable to the Client for increased costs, verbal advice, or comments made during meetings, or for indirect or consequential losses, including economic loss, loss of profits, loss of business, depletion of goodwill, or similar losses, arising out of or in connection with the Contract.

9.2 KPARL's total liability under the Contract will be limited to the amount received from the Client under clause 5.1.

9.3 The limitations in clauses 9.1 and 9.2 shall not apply to liability for personal injury or death resulting from KPARL's negligence, fraud, or any matter that would be illegal or unlawful to exclude or attempt to exclude liability for.

10. Safety

10.1 The Client and its subcontractors are required to comply with current Health and Safety Legislation and KPARL's Safety Policy. KPARL reserves the right to halt any activity not in compliance with legislation or its policies.

11. Termination

11.1 Either Party may terminate the Contract upon written notice to the other Party in various circumstances outlined in this clause.

11.2 Termination of the Contract shall not affect the rights, duties, and liabilities of either Party accrued prior to termination and shall not affect provisions of the Contract that expressly or impliedly operate after termination.

12 Dispute Resolution

12.1 The Parties shall attempt to negotiate a settlement of any dispute arising from the Contract in good faith.

12.2 If disputes cannot be resolved through negotiation, the Parties may agree to refer the dispute to mediation. A mediator will be selected from dispute resolution providers listed by the Office of Government Commerce.

12.3 If mediation does not lead to resolution, the dispute may be referred to the courts.

13. Freedom of Information

13.1 KPARK is subject to the Freedom of Information Act 2000 ("FOIA"). Information forming part of the Contract may be disclosed in response to FOIA requests.

13.2 Before releasing information under FOIA, KPARK will consult with the Client and consider its comments or objections. KPARK will decide whether exemptions apply.

13.3 If the Client believes that certain information should not be disclosed under FOIA, it should identify such information as confidential or commercially sensitive, providing reasons for this classification.

13.4 The Client shall provide necessary information and assistance to enable KPARK to respond to FOIA requests.

14. Bribery Act 2010

14.1 Either Party may terminate the Contract if the other Party or its representatives engage in bribery, act contrary to anti-bribery policies, or violate applicable laws, including the Bribery Act 2010.

14.2 "Bribe" is defined as any improper inducement or reward for certain actions or decisions related to the Contract.

15. Equality Act 2010

15.1 Either Party may terminate the Contract if the other Party or its representatives act contrary to equality and diversity policies or violate the Equality Act 2010.

16. Notices

All notices required under the Contract shall be in writing and sent by first-class mail to the respective addresses specified in the Contract, with deemed receipt on the next business day following posting.

17. Law and Jurisdiction

This Contract is governed by English law and shall be construed accordingly. The English Courts will have exclusive jurisdiction over any disputes arising from or related to the Contract.

Registered in England Company No. 13289484. KP Acoustics Research Labs is the Trading Name of KP Acoustics Research Labs Limited

18. Third Parties

The Contract does not confer any benefit, claim, or rights on any person not a Party to the Contract, except where specified herein.

19. General

19.1 No variation or amendment to the Contract shall be effective unless made in writing and signed by authorised representatives of both Parties.

19.2 Neither Party shall assign its rights or obligations under the Contract without the prior written consent of the other Party.

19.3 In case of conflict between the Contract's clauses and the Proposal, the clauses in the Contract shall prevail.

19.4 This Contract constitutes the entire agreement between the Parties, supersedes previous agreements, and may only be amended in writing.

19.5 Failure to enforce any right under the Contract shall not preclude the exercise of any other rights, and any such rights granted shall be cumulative.