

## Terms and Conditions

### 1. Definitions

1.1 "Client" refers to 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" denotes the proposal or quotation document attached to these terms and conditions for the provision of Services.

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

1.4 "Contract" represents the Contract between KPARL and the Client established 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 is valid only if accepted by the Client through signing and returning it to KPARL within 30 days, along with a non-refundable booking deposit of 30% to secure the booking. The dates for the provision of Services cannot be guaranteed until KPARL receives the deposit and formally confirms the booking. Failure to accept the Proposal and submit the deposit within the specified timeframe may result in KPARL modifying the estimated cost and delivery schedule or refusing to proceed with the Contract.

2.2 The Contract shall be subject to these terms and conditions, excluding any differing terms or conditions printed on or referred to in any documents issued by the Client.

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 specified in 2.1.

### 3. Availability of Services

3.1 KPARL shall provide the Services to the Client in accordance with the Contract's requirements. While KPARL will make all reasonable efforts to meet the estimated delivery schedule presented in the Proposal, it is acknowledged that this schedule is an estimate only, and therefore KPARL bears 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 shall be responsible for collecting any physical items required for the Services from the premises specified by KPARL and for shipping such items to the Client's premises. The Client's responsibility for collection includes items provided by the Client for the purpose of the Services.

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.

3.6 KPARL shall endeavour to notify the Client of any delay in the estimated delivery schedule for the facility's use and the provision of Services and suggest a revised estimated delivery schedule. If the delay is not due to a force majeure event, the Client has the right to terminate the Contract within thirty days of receiving the notification, remaining liable for any costs incurred by KPARL up to the date of termination.

3.7 The Client shall be responsible for collecting any physical items needed for the Services from the specified location and for shipping such items to the Client's premises.

3.8 KPARL will accept samples for testing only with mutual agreement with the Client. The Client must provide suitable means for unloading large or bulky items into the designated storage area. KPARL reserves the right to decline acceptance or levy additional charges for inadequate arrangements. The disposal of submitted samples is the responsibility of the Client unless otherwise agreed.

3.9 If stipulated in the Proposal, KPARL will furnish progress reports to the Client at agreed intervals and arrange progress meetings as per an agreed schedule.

#### **4. Procedure for Transportation, Receipt, Handling, Protection, Storage, Retention, and Disposal of Test Items**

4.1 Test items must be securely packaged and clearly labelled by the Client to prevent damage during transportation. KPARL will inspect and document test items upon receipt.

4.2 KPARL will handle test items using appropriate equipment and techniques, ensuring safe movement and storage in controlled environments. Access to storage areas is limited to authorised personnel only.

4.3 Test items will be stored under suitable conditions and monitored regularly. Retention periods will be determined based on client requirements and regulatory standards, with periodic reviews to confirm necessity.

4.4 Disposal of test items will require client authorisation and compliance with regulatory standards. The disposal process will be documented for traceability.

#### **5. Force Majeure**

5.1 Neither Party shall be liable for any delay in performing or failure to perform obligations under the Contract due to causes beyond its reasonable control, including acts of government, fire, flood, explosion, war, riots, civil disturbances, strikes, or labour disputes.

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

## 6. Prices and Payment

6.1 Prices for the Services will be as detailed in the Proposal.

6.2 Invoices for Services will be issued at the end of each month for work conducted during that month. Payment is due in Pounds Sterling by the end of the month following the issuance of the invoices. VAT and other applicable taxes or duties will be added at the prevailing rates.

6.3 Additional work requested by the Client will be carried out at KPARL's discretion and subject to additional charges, which will be communicated before commencement.

## 7. Booking Deposits

7.1 A non-refundable 50% deposit is required to confirm a booking for Services.

7.2 The Client must make the deposit payment within the timeframe specified in the invoice.

7.3 Failure to make the required deposit payment within the specified timeframe entitles KPARL to postpone or cancel the booking without further liability or obligation to the Client.

7.4 The deposit will be deducted from the total fees due for the Services. The remaining balance must be settled in accordance with the payment terms outlined in the invoice.

7.5 The deposit is non-refundable and non-transferable, except if KPARL cancels the booking for reasons within its control, in which case the deposit will be refunded in full.

7.6 The deposit secures the booking and allocates resources for the Services. Failure to remit the deposit may result in delay or cancellation.

7.7 Upon receipt, KPARL will provide a receipt or confirmation of the deposit payment.

## 8. Copyright

8.1 All intellectual property generated by KPARL before or during the provision of Services shall be owned by and vested in KPARL.

8.2 The Client is licensed to use the results of the Services as outlined in Condition 8.

## 9. Services

9.1 The Services are provided exclusively for the Client's use, as specified in the Specification. The Client shall not disclose the results or any associated information to any third party or use them beyond the specified purposes. If the Client shares the results or information with a third party, the Client is fully responsible for any consequences and shall indemnify KPARL against any resulting loss, claims, costs, expenses, and liabilities.

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

9.3 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.

## 10. Limitation of Liability

10.1 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.

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

10.3 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.

10.4 The Client agrees to indemnify KPARL against all claims, costs, damages, and losses (including all interest, penalties, and legal and other professional costs and expenses) arising from or in connection with:

- Any breach by the Client of its obligations under the Contract;
- Any act or omission by the Client, its employees, agents, contractors, or subcontractors in relation to the use of KPARL's facilities;
- Any damage caused to KPARL's property by the Client, its employees, agents, contractors, or subcontractors.

10.5 The Client is responsible for ensuring that all its employees, agents, contractors, and subcontractors comply with all health and safety regulations and KPARL's policies while on KPARL's premises. KPARL reserves the right to refuse access to its premises to any individual who does not comply with such regulations and policies.

10.6 The Client shall maintain appropriate insurance coverage for its activities on KPARL's premises, including but not limited to, insurance for public liability, employer's liability, and any other necessary insurance coverage. The Client shall provide evidence of such insurance to KPARL upon request.

10.7 Any deliveries of samples or materials by the Client to KPARL's premises must be arranged in advance with KPARL. The Client is responsible for ensuring that such deliveries are made in compliance with KPARL's delivery and safety procedures. KPARL shall not be liable for any loss or damage to samples or materials delivered to its premises.

10.8 The Client shall ensure that any contractors engaged by the Client to build frames for the aperture of any samples are qualified, competent, and comply with all relevant health and safety regulations and KPARL's policies. KPARL shall not be liable for any injury, loss, or damage caused by the Client's contractors.

## 11. Health Safety

11.1 The Client, its subcontractors, and any third-party personnel engaged in activities at or in connection with KPARL must fully comply with all applicable Health and Safety legislation, regulations, and KPARL's Safety Policy. This includes, but is not limited to, ensuring that all personnel are suitably qualified and trained to perform the required tasks safely.

KPARL reserves the right to immediately halt any activity or refuse entry to the Testing Facility or other KPARL premises if any person or activity is found to be in non-compliance with applicable laws, regulations, or KPARL's policies. KPARL also reserves the right to remove any personnel not adhering to these requirements.

11.2 The Client, its subcontractors, and any third-party personnel must ensure that all individuals entering the Testing Facility or any other area of KPARL premises wear appropriate clothing and Personal Protective Equipment (PPE) at all times, as required by law, site-specific regulations, or KPARL's Safety Policy. This includes, but is not limited to, hard hats, high-visibility clothing, safety footwear, hearing protection, and any other relevant safety gear.

Failure to comply with these PPE and clothing requirements will result in the individual being denied access to the facility or being instructed to cease work immediately.

11.3 The Client shall not bring or permit the introduction of any hazardous materials or substances into the Testing Facility or any KPARL premises without obtaining prior written consent from KPARL. All hazardous materials must be disclosed in writing, and the appropriate risk assessments, method statements, and material safety data sheets (MSDS) must be provided and approved by KPARL before such materials are allowed on site.

11.4 The Client shall ensure that all contractors and third-party personnel are supervised appropriately while on KPARL premises and that they conduct themselves in a manner that ensures the safety of themselves, others, and KPARL's property. KPARL reserves the right to request the removal of any individual whose behaviour is deemed unsafe, inappropriate, or in violation of Health and Safety standards.

11.5 The Client is responsible for ensuring that all subcontractors and third-party personnel engaged in activities at KPARL facilities are aware of and comply with these Health and Safety requirements. Any failure to adhere to these conditions will be at the sole liability of the Client, and KPARL will not be held responsible for any accidents, injuries, or damages arising from non-compliance.

## **12. Termination**

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

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

## **13. Dispute Resolution**

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

13.2 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.

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

## **14. Freedom of Information**

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

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

14.3 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.

14.4 The Client shall provide necessary information and assistance to enable KPARL to respond to FOIA requests.

## **15. Bribery Act 2010**

15.1 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.

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

## **16. 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.

## **17. Notices**

16.1 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.

## **18. 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.

## **19. 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.

## **20. General**

20.1 No variation or amendment to the Contract shall be effective.

## **21. Data Protection Act 1998**

20.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees. We confirm when processing data on your behalf that we will comply with the relevant provisions of the Data Protection Act 1998.

21.2 Sections 11 and 12 of the Data Protection Act 1998 place express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. We therefore confirm that we will at all times comply with the requirements of the Data Protection Act 1998 when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will comply with any obligations equivalent to those placed on you as a data controller.