

TERMS AND CONDITIONS**1. DEFINITIONS**

"S.S.S." means Southern Scientific Services Ltd.

"Customer" means the company, person or firm purchasing services from S.S.S.

"Services" means any service to be supplied to the client by or on behalf of S.S.S.

"Agreement" means any agreement to provide services upon the terms and conditions set out herein or such other terms and conditions as the parties agree in writing.

2. STATUS OF TERMS AND VARIATIONS

All services supplied by SSS are subject to these Terms and Conditions, which supersedes all other conditions.

3. CONDITIONS OF COPY RIGHT

The reports produced by SSS shall only be reproduced in full and they shall not be used, either in whole or in part, for the purpose of advertising, publicity, litigation or otherwise without the prior written consent of S.S.S. The company reserves the right to refuse to provide a report for use in litigation.

4. TEST ITEM DISPOSAL

Samples of test items will be disposed of 30 days after completion of analysis unless otherwise agreed. Perishable items are disposed of on completion of analysis.

5.0 TIME, COSTING, INVOICING AND PAYMENT

- 5.1 A form detailing invoicing details, including the supply of a purchase order number where required, must be filled up and returned to the accounts department prior to the commencement of certain work.
- 5.2 Payment is required strictly within 30 days from the date of receipt of the relevant invoice
- 5.3 All prices quoted by SSS exclude VAT which will be charged at the current rate.
- 5.4 S.S.S.'s offer will remain open for acceptance for a period of 30 days from date of issue to the customer. If work is not permitted to commence within 30 days S.S.S reserves the right to re/negotiate the proposal.
- 5.5 Interim payment may be required in respect of certain services. Reports and documents relating to large-scale projects, such as Environmental Impact Assessments may not be released to the client until payment has been received in full. This will be agreed with the customer prior to the commencement of the service.
- 5.6 For all new customers payment will be requested prior to the commencement of work or before results are released. Following receipt of satisfactory credit references a credit account may be opened for future projects.
- 5.7 In the case of once off sampling and analysis, payment must be received prior to the issuing of analytical results report.
- 5.8 A costing outlined in a proposal may change following the site assessment and investigation. Therefore the price quoted is made without prejudice to our right to revise the figure where significant or complex difficulties/matters arise during the course of the work. In the event of this occurring we will contact the client immediately and reissue a revised costing.
- 5.9 The price provided does not include for additional work outside the scope outlined in a proposal. Any additional work such as requests for further information, responses to public submissions or expert attendance at public meetings, oral hearings or court sittings will be charged at an additional cost. Advise on analytical results or consultancy services must be requested and will incur separate charges, which must be agreed beforehand.
- 5.10 If the customer fails to pay an outstanding invoice following the agreed credit period or appears to be unable to pay its debts as they become due one or more of the following may occur:
- Termination, cancellation and / or withdrawal of any or all agreements
 - Declare immediately amount owed by the customer to SSS under any agreement
 - Cease supplying any services
 - Proceed against the customer for the price of the service and/or damages.

6. TURNAROUND TIMES

- 6.1 SSS will endeavour to achieve a standard turnaround time of 10 working days for laboratory analysis. Turnaround times for consultancy projects are variable owing to the nature of the work involved. The delivery date for completion of services to customers is an estimated time only and cannot be guaranteed. However, SSS will inform the customers as soon as possible where a deadline cannot be met.
- 6.2 Where the sample Submission form does not clearly indicate the parameters to be analysed, analysis will not be scheduled in the laboratory. The customer will be informed in the event of such a circumstance arising.
- 6.3 A shorter turnaround time for certain analysis and projects can be achieved where requested by a customer. A surcharge will apply, unless otherwise agreed.
- 6.4 In the event of SSS subcontracting analysis or subcontracting consultancy related projects to an external consultant, customers will be informed beforehand.
- 6.5 Timely completion of a project/analysis is always dependant upon supply of requested and relevant information from the customer.

7. LIABILITIES OF S.S.S.

S.S.S. shall carry out the services with reasonable care and skill but the customer acknowledges that:

- 7.1 It is in the nature of the service that total accuracy of results cannot be achieved. No warranty is given that the services are appropriate or sufficient for the client's intended purposes whether or not known to S.S.S.

No collateral contract, representation, warranty or condition is made or given and no liability or obligation (whether arising in contract, tort or otherwise) is undertaken by S.S.S. or its employees or agents in relation to the service or otherwise in relation to the client save as is expressly set out in these terms or specifically agreed to by S.S.S. Such agreement being in writing, specifically referring to this clause and being signed by a Director of S.S.S.

- 7.2 S.S.S. shall not be liable for:

- Any increased costs or expenses which may arise during the course of works being carried out
 - Any loss of business, contracts or profits
 - Any direct or indirect damage arising out of the provision of the service or arising from non-performance or delay of the service being provided
- 7.3 The Liability of S.S.S., which includes its employees, management and subcontractors, for any loss, costs, claims or damage caused by or resulting from improper or negligent performance, purported performance or non-performance of the service (saved in respect of death or personal injury caused by the negligence of S.S.S., in respect of which no limits shall apply).
- 7.4 The customer will be responsible for ensuring that efficient and safe access can be gained to the site during the course of the assessment/survey work. The customer will obtain permission/licenses/consent for access and investigation where necessary. Where S.S.S is impeded in carrying out its services due to the customer not obtaining the above, the customer is deemed to be in breach of contract and shall be liable for all fees and costs incurred. The customer must also ensure that there are adequate health and safety provisions provided for S.S.S.'s personnel when on site. S.S.S reserves the right to withdraw the company's personnel from the site if there is reasonable concern for the health and safety of the personnel.
- 7.5 The customer is responsible for informing S.S.S in advance of their intended delivery of any samples that are known, or suspected to contain material which may be potentially hazardous to health. A risk assessment form should accompany the samples.
- 7.6 S.S.S cannot offer a warranty for services that have been subcontracted to an external laboratory/consultancy, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as provided/offered by the subcontractor to S.S.S

8. DEFECTS

- 8.1 The customer shall give S.S.S. written notice of any defects in services as soon as it is aware of them and shall in any event give S.S.S. detailed written notice of those defects within 1 week of the service s being supplied.
- 8.2 The customer shall not be entitled to make any claim in respect to any defects except when it has given notice as required by this clause
- 8.3 In respect of any defects in the service notified to S.S.S., S.S.S. shall, at its sole option either use all reasonable endeavours to make good such defects without further charge or refund the price for the defective service to the customer.

9. CONFIDENTIAL INFORMATION

S.S.S. will endeavour to maintain information supplied by the customer in strict confidence for the duration of the service/s being provided.

10. FORBEARANCE

S.S.S. rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the client or any variation the services and no waiver by S.S.S. in respect of any breach shall operate as a waiver in respect of any subsequently breach.

11. FORCE MAJEURE

In the event that performance of the service is rendered uneconomic, prevented or delayed as a result of circumstances or a cause beyond the reasonable control of S.S.S., S.S.S. may by written notice to the client, at S.S.S. option either cancel, suspend, or postpone performance of the service with no liability on either side, save in respect of rights already accrued.

12. VALIDITY AND SEVERABILITY

The complete or partial invalid or unenforceability for any reason of any part of these terms and conditions shall not prejudice or affect the validity or enforceability of the remainder. Any such provisions shall be deemed to be severed and the remainder shall remain in full force and effect subject to such consequential modifications as may be necessary to give effect to them.

13. LAW AND JURISDICTION

The construction, validity and performance of all agreements shall be governed by Irish Law and any claim or dispute arising from them or in connection with any services shall without prejudice to S.S.S other rights, be subject to the jurisdiction of the Irish courts or to which the parties hereby submit.

14. TERMINATION

Without prejudice to any of its other rights or remedies Southern Scientific Services Ltd. may without liability cancel a contract or suspend its services immediately if the client commits and breach of this or any other contract with the company or in the case of a breach that is remediable fails to remedy the breach within 30days of being notified of the breach by Southern Scientific Services Ltd.

15. NOTICE

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16. ENTIRE AGREEMENT

These conditions contain the entire agreement and understanding of the parties and supersede all prior agreements and understandings, whether written or oral, and all prior dealings between the parties with respect to the subject matter of these conditions.