



Ordering - The customer's purchase order constitutes a request and offer by the customer to purchase the Services specified in it. Accordingly, the execution and return of the Scope of Work form, or the commencement or execution of work shall be regarded as an acceptance of the offer and shall establish a binding contract for the supply and purchase of those Services (the "Contract"). These Terms and Conditions alone apply to the Contract and represent the entire agreement between the parties and the customer's standard Terms and Conditions, or any other terms (if any) attached to, enclosed with, or referred to in, the purchase order shall not be included in or form any part of the Contract.

Charges - Where **vietec** has agreed to provide Services, the number of days or hours provided within the scope shall be interpreted as an estimate only and not a term of the Contract. **vietec** will not be liable under any circumstances for delays or for any other loss, damage or other cost however caused, suffered, or incurred by the customer where original estimates or indications were incorrect or exceeded.

Working Hours - Normal Working Hours are Monday to Friday from 8.30am until 5.00pm, with 1 hour allowable for lunch. Where possible **vietec** will carry out the services during Normal Working Hours but may, at reasonable notice, require the customer to provide access at other times.

The customer may request **vietec** to provide Services outside of Normal Working Hours. If agreeable by **vietec** this will be subject to any reasonable additional charges made by **vietec** for complying with such request. Any additional charges will be agreed in writing prior to commencement of work.

Changes to Scope - The customer may from time to time wish to change the scope of a Service. **vietec** will endeavour to accommodate any desired changes where practicable. Any changes to the charges and/or timescales as a result of the Change of Scope shall be negotiated between the customer and **vietec**, and where such negotiation has not concluded at the time whereby the Services are required to be implemented, then the customer accepts any increase in work shall be provided on a time and materials basis at **vietec's** current rates.

Should **vietec** request a change to the scope of the Services, due to new information received after the commencement of Services then the customer shall not unreasonably withhold or delay consent to it.

Rescheduling - If **vietec** does not receive notice from the customer more than 10 working days in advance about cancellation or re-scheduling of any scheduled time for our personnel, then we reserve

the right to charge a cancellation fee as indicated below.

Advance notice should be given by email to:

sales@vietec.co.uk

- Advance notice 10+ working days = no charge
- Advance notice 3-9 working days = 50%
- Advance notice 0-2 working days = 100%

The customer agrees and accepts that these charges are reasonable and represent a genuine pre-estimate of the loss likely to be accrued to **vietec** in the event of cancellation.

Completion - The customer is responsible for ensuring that adequate supervision, inspection, testing and approval processes for completion of any Services provided by **vietec**. In the event that the customer has not raised any concerns within 48 hours of the Services being deemed complete then the customer agrees it is reasonable for **vietec** to infer their acceptance and invoice for those services.

Subcontracting - The customer will not be entitled to subcontract, assign the benefit, or delegate the burden of the Contract without the prior written consent of **vietec** which it may in its absolute discretion refuse.

vietec shall be free to subcontract any or all of its rights and obligations under a Contract as it sees fit, to complete the Services within the scope.

Expenses - Unless specifically stated, any charges agreed in relation to the services do not include travel, accommodation, and subsistence expenses, nor do the charges include the cost of time spent travelling in the provision of the Services. **vietec** shall charge the customer at its, or its subcontractors' current rates, in addition to the basic charges agreed.

Solicitation - The customer shall not at any time, without the prior written consent of **vietec**, from the date of the Contract until TWELVE (12) months after the completion of the Services, solicit or entice away from **vietec** or employ or attempt to employ any person who is, or has been, engaged as an employee or acted as a sub-contractor of **vietec**.

Any consent given by the **vietec** shall be subject to the customer paying **vietec** a sum equivalent to 250 hours of Services provision. If the consultant performing the Services has not commenced the Contract the fee payable shall be £25,000. Such amount will be payable by the customer within 14 days of invoice.

Complaint - Should the performance of any personnel assigned by **vietec** to perform Services be unsatisfactory, the customer shall notify **vietec** in writing with details of the unsatisfactory



performance and, provided that **vietec** is satisfied that the customer's dissatisfaction is reasonable, **vietec** will re-assign personnel as soon as reasonably practicable.

Limitation of Liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE: -

Liability - Services are undertaken with reasonable skill and care, however **vietec** cannot guarantee the accuracy of any advice, design, or report. No liability shall accrue to **vietec** because of any defects in the delivery of the Services except if expressly provided below:

- This clause sets out the entire financial liability of **vietec** (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the customer in respect of:
 - any breach of this agreement however arising.
 - any use made by the customer of the Services, the deliverables, or any part of them; and
 - any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- Nothing in this agreement limits or excludes the liability of **vietec**:
- for death or personal injury resulting from its negligence; or
- fraud or fraudulent misrepresentation; or
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- Subject to the contrary provisions set out below:
- **vietec** shall not under any circumstances whatsoever be liable for:
 - loss of profits; or
 - loss of business; or
 - depletion of goodwill and/or similar losses; or
 - loss of anticipated savings; or
 - loss of goods; or
 - loss of Contract; or
 - loss of use; or
 - loss of corruption of data or information; or
 - any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses; and
 - **vietec**'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the price paid for the Services.

vietec shall be entitled to terminate any Contract and suspend all or any Services, and on written notice to the customer shall be entitled to cancel the undelivered or unperformed portion of the Contract between **vietec** and the customer. The whole of the charges payable under the Contract shall be payable immediately.

If the customer fails for any reason to meet their obligations under a Contract, the customer shall indemnify **vietec** against any loss, damage or other cost of whatsoever nature suffered or incurred by **vietec**.

Force Majeure

vietec shall not be in breach of this agreement nor liable for any failure or delay in performance of any obligations under this agreement (and the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

- Acts of God, flood, earthquake, windstorm or other natural disaster;
- epidemic or pandemic including without limitation COVID-19 (Coronavirus), SARS and any mutation or variation thereof or any similar virus or disease;
- war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- terrorist attack, civil war, civil commotion or riots;
- nuclear, chemical or biological contamination or sonic boom;
- any law or governmental order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
- fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
- loss at sea;
- adverse weather conditions;
- interruption or failure of utility service, including but not limited to electric power, gas or water;
- any labour dispute, including but not limited to strikes, industrial action or lockouts; and
- collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

If the Force Majeure Event prevails for a continuous period of more than 2 months, any party may terminate this agreement by giving 7 days written notice to all the other parties. On the



expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination

The customer accepts that they are best placed to know what information may be relevant in respect of their existing and anticipated infrastructure/circumstances. Where **vietec** suggests potential Products, or undertakes Services, **vietec** shall not be liable for any advice, conclusions or reports which are erroneous or incomplete as a result of the customer's failure to supply complete and accurate information.

Payment - Unless otherwise agreed between the parties, invoices will be raised and dated by **vietec** on or after commencement of the Services. Where both Products and Services are supplied against the same Contract, a separate invoice may be raised for each of those two elements.

The customer shall pay each invoice in full (subject to a bona fide dispute), together with any VAT at the appropriate rate and other expenses, by the Due Date.

If the customer fails to pay any sums due by the Due Date or does not comply with an obligation under the Contract, then without prejudice to any other right or remedy available to **vietec**, **vietec** shall be entitled to withhold or suspend the supply of any Products and/or Services to the customer until such payment is made or the customer complies with its obligations to **vietec**'s reasonable satisfaction.

Confidentiality and Data Protection - For the purposes of this document, confidential information means all information, technical data or know-how, (whether written, or oral whether directly or indirectly) relating to and/or provided by one of the Parties whether created before or after these Terms come into force including personal data, research, Products, Services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which is reasonably deemed to be confidential or proprietary. Confidential information includes the information of a third party that is in the possession of one of the Parties and is disclosed to the other Party in confidence.

Each Party agrees with the other in respect of all confidential information; to keep the confidential information in strict confidence and secrecy.

- Not to use the confidential information save for complying with its obligations under these terms:
- Not to disclose the confidential information to a third party (except to the extent compelled to by law); and

- To restrict the disclosure of the relevant and necessary parts of the confidential information to such of its employees, agents, subcontractors and others who of necessity need it in the performance of their duties as envisaged by the Contract, and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms) then the foregoing obligations of confidentiality in:

TERMINATION

This agreement shall terminate automatically on completion of the Services.

Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:

- the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment: or
- the other party commits a material breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach: or
- the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply; or
- the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or



- an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
 - a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
 - a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
 - a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
 - the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
- On termination of this agreement for any reason:
- the customer shall immediately pay to **vietec** all of the **vietec**'s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, **vietec** may submit an invoice, which shall be payable immediately on receipt.
 - the accrued rights, remedies, obligations, and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and
 - clauses which expressly or by implication have effect after termination shall continue in full force and effect.

01.01.2021