

RFI TERMS AND CONDITIONS OF TRADING



1. Definitions

In these terms and conditions the following words shall have the following meanings:-

“We”, “Us”, “Our” or “RFI” means RFI Global Services Limited, (Company Registration Number 02117901), whose Registered Office is at Pavilion A, Ashwood Park, Ashwood Way, Basingstoke, Hampshire RG23 8BG, UK and any subsidiary Company.

“You”, “Your” or “Customer” means the corporate entity, firm or person who accepts a Proposal from RFI for the performance of the Services.

“Services” means the Services described in RFI’s Proposal or, if RFI has not produced a Proposal, in RFI’s letter accepting the Customer’s Order.

“Product Sample” means the physical sample of a product and any documentation upon which the Services are to be performed.

“Order” means the Customer’s purchase order.

“Conditions” means the terms and conditions set out in this document.

“Special Conditions” means any additional conditions agreed in writing between RFI and the Customer.

“Proposal” means the written proposal or quotation produced by RFI for the Customer.

2. General

2.1. These Conditions are the sole conditions under which We offer the Services to You and these Conditions shall apply to the exclusion of any other terms and conditions which You may wish to apply including any terms which are include in the Order.

2.2. In the event of a conflict between these Conditions and any Special Conditions We may agree with you, the Special Conditions shall apply to the extent that they are inconsistent with these Conditions.

2.3. We will agree any variation of these Conditions and any Special Conditions with You in writing prior to acceptance of Your Order.

2.4. RFI’s employees or agents are not authorised to make any representations concerning the Services unless confirmed by RFI in writing. You acknowledge that You do not rely on any such representations which are not confirmed in writing.

2.5. We will make every effort to ensure that any prices given are correct. However We may correct any typographical, clerical or other error or omission in any sales literature, Proposal, price list, acceptance of offer, invoice or other document or information issued by RFI without any liability on the part of RFI.

3. Proposals And Orders

3.1. The Proposal is open for a period of 30 days only from the date stated on the Proposal, provided that We have not previously withdrawn it. We will add VAT to the price stated in the Proposal.

3.2. The proposal will have been based upon information You gave Us at the time of the enquiry and may be subject to change if the Product Sample supplied differs from the original enquiry. We reserve the right to charge for additional parameters not identified at the time of enquiry.

3.3. We can allocate time to You on a provisional basis when You accept the Proposal. However, the time will not be confirmed or guaranteed until We have received an official Order from You.

4. Invoicing

4.1. General Invoicing Terms

4.1.1. If You cancel an Order for Services less than 24 hours before the start time booked, We reserve the right to charge 100% of the full fee for the first five days of work.

4.1.2. If You cancel an Order for Services in less than five working days, but more than 24 hours before the start time booked, We reserve the right to charge 50% of the full fee for the first five days of work.

4.1.3. Where We have guaranteed specific test site availability for You; if You postpone the start of a job less than 24 hours before the start time booked, We reserve the right to invoice You for the amount of time that We are not able to reallocate elsewhere, up to a maximum of the full fee for the first five days of work.

4.1.4. We will invoice You at the end of a job, or at the completion of a part of a job, or at monthly intervals, whichever is the earlier.

4.2. Invoicing For Testing Services

4.2.1. Unless stated otherwise, the price assumes that any testing will be performed in one operating mode and that a set-up time of 15 minutes will be sufficient on each test site. An additional charge may be incurred if further time is required. In the case of separate additional testing there will be a minimum charge of 1 hour, irrespective of the testing time.

4.2.2. If a Product Sample fails to comply with the specification during unaccompanied work, We will invoice for the proportion of the work performed up to the point of failure plus any administrative costs that maybe incurred. If You request that testing is completed, the full test cost will apply. Any re-testing of a failed unit will normally be at additional cost.

4.2.3. If a Produce Sample fails to comply with the specification during accompanied work, We reserve the right to invoice for all booked time up to a maximum of 5 days.

5. Payment

5.1. If We have agreed a credit facility with You, We may, at Our discretion, perform chargeable work in advance of payment up to the value of the agreed credit limit. For jobs where the value exceeds the size of Your credit limit, We will agree invoicing and payment intervals with You.

5.2. Our standard payment terms are 30 days from the date of our invoice. Any changes to this must be agreed with Us in advance.

5.3. If We have not agreed credit terms with You, We will invoice You for the price of the Services when You have placed the Order. We will expect You to pay the invoice in full before We begin work. Alternatively, in the absence of an agreed credit limit, We may (at Our discretion), agree to perform the Services provided You pay 50% of the value of the work in advance.

5.4. We are able to accept payment by cheque, bank transfer or credit card.

5.5. We are entitled to charge interest at the base rate of the Bank Of England plus 4% on any overdue balances.

5.6. You are not entitled to withhold any payment or to make any deduction from the invoiced amount in respect of any set-off or counterclaim.

5.7. If You ask RFI to perform any work additional to the Services and We comply with this request, You will pay Us for this work at Our current rate of charge.

5.8. In the event of suspension of the Services by reason of test failure, or any act of omission by You, We may increase any prices quoted to cover any extra expenses incurred by reason of such suspension.

6. Product Samples

6.1. You will deliver the Product Sample to Our premises, carriage paid, (and if from abroad duty paid) by the time agreed for the Services to be performed.

6.2. You agree to ensure that the Product Sample is fully described, performs in a safe manner and, where testing is required, is fit for testing. If the Product Sample is not fit for testing, We may at Our discretion either refuse to test the Product Sample until You have made it fit for testing or may make the Product Sample fit for testing, in which case You agree to pay RFI for this work at Our current rate of charge.

6.3. If the Product Sample is battery powered, You will provide either a dummy battery or alternatively spare batteries and a separate charging unit to ensure that battery changes can be made as required.

6.4. It is Your responsibility to supply all equipment required to support and monitor the operation of the equipment and associated system including any cables, terminators, and power supplies. If configuration software is supplied, please provide a suitable laptop on which to run it. By prior arrangement, We may be able to organise the supply of some equipment, however We will not be liable for any failures associated with support equipment that it supplies.

6.5. We will take all reasonable steps to safeguard the Product Sample whilst on Our premises, subject to the requirements of the relevant accreditation schemes; but that You acknowledge and accept that the nature of the Services may damage the Product Sample and consequently You will not hold RFI responsible for any such damage.

6.6. Subject to the requirements of the relevant accreditation schemes, if You do not arrange for the collection of the Product Sample after testing We will return the Product Sample to You at Your risk and subject to the cost of carriage being prepaid by You. If You do not pay carriage in advance for the return of the Product Sample, We may, on giving You 14 days notice, arrange for disposal of the Product Sample.

7. Performance Of The Work

7.1. We will exercise reasonable skill and care in carrying out the Services which We have contracted to provide.

7.2. We will perform the Services and send the results to You in the form agreed as soon as We are reasonably able to do so, subject to the requirements of the relevant accreditation schemes. Time shall not be of the essence in the performance of the Services.

8. Confidentiality

8.1. We undertake to keep confidential all technical information relating to the Product Sample which comes to Our knowledge as a result of Your Order, except for such information which is already in the public domain or such information which We are required to produce by law or is required to comply with Our accreditations

8.2. If You ask us to return Your confidential information, we will comply with your request however we reserve the right to retain any information that is required for accreditation purposes under ISO 17020 / ISO 17025.

8.3. The confidentiality obligations referred to in clause 8.1 above shall not apply to any information passing between RFI and its subsidiaries or group companies of RFI provided always that any subsidiary or group company who receives this information will be bound by the confidentiality obligations set out in clause 8.1 of this document.

9. Limitation Of Liability

9.1. RFI does not exclude liability for death or personal injury.

9.2. RFI will not be liable for any damage to Product Sample submitted for testing where that damage occurs in the ordinary course of testing.

9.3. RFI shall not be liable in any circumstances to the Customer whether in contract, tort or otherwise for any special, consequential or indirect loss, damage or injury, costs or expenses howsoever arising and of whatsoever nature. RFI's total liability (whether in contract, tort or otherwise) under or in connection with any or all instructions received from You shall not in any circumstances exceed £100,000, or if lower, the value of the Order.

10. Cancellation And Insolvency

10.1. Upon the occurrence of any one of the events set out in 10.2 below:-

- (i) We have the right at any time to cancel the Order and to cease work immediately; and
- (ii) Notwithstanding any other provisions herein, any payment in respect of any work already done shall be immediately due.

These rights shall be without prejudice to any other remedies RFI may have in relation to cancellation and the events set out in 10.2 below.

10.2. The events referred to in 10.1 above are:-

- (i) any default or breach of any of Your obligations under these terms or any delay on the making of payments due to RFI;
- (ii) If any distress, execution or other legal process shall be brought or served against Your property or assets;
- (iii) If You shall make or offer to make any arrangement of composition with Your creditors or commit any act of bankruptcy;
- (iv) If any petition or receiving order shall be presented or made against You;
- (v) If the Customer is a company, any resolution or petition to wind it up shall be passed or present, or if a Receiver of all or any of its assets shall be appointed.

10.3. The cancellation of an Order by the Customer shall not be effective without the prior written consent of RFI.

11. Rights On Termination

11.1. In the event of any Order being cancelled by Us under Clause 10 of these Conditions prior to completion of all the Services by Us, We shall be entitled without prejudice to any other claims against You to recover from You the full cost of Services.

11.2. For the duration of the Services and for a period of one year thereafter the Customer, its officers, employees or agents or otherwise agrees that whether as a consultant, principal, partner, director, employee or otherwise it shall not approach, solicit, entice away or employ any employees, agents or consultants of RFI who were involved in providing the Services.

12. Notices

Any Notice to be given under these Conditions shall be in writing and shall be deemed to have been duly given if sent or delivered to the other party at the address set out on the Proposal or such other address that the party may from time to time notify in writing and shall be deemed to have been served when received if sent by registered post or by fax.

13. Waiver

The failure by RFI to enforce at any time any one or more of these Conditions shall not be a waiver of those Conditions or of the right at any time subsequently to enforce these Conditions.

14. Force Majeure

14.1. We shall not be liable for any failure to perform the Services arising from circumstances outside Our control.

14.2. Non-exhaustive illustrations of such circumstance would be an act of God, war, riots, explosion, fire, flood, strikes, lockouts, Government action or regulations (UK, EEC or otherwise) accidents and shortage of labour or facilities.

14.3. Should We be prevented from performing the Services in the above circumstances We will notify You of the fact in writing as soon as reasonably practicable after discovering it.

14.4. If the circumstances preventing performance are still continuing three months after You receive Our notice then either party may give written notice to the other cancelling the Order.

14.5. If an Order is cancelled in this way, We will refund any payment which You have already made on account of the price but We will not be liable to compensate You for any further loss or damage caused by failure to perform.

15. Headings

The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.

16. Proper Law And Legal Construction

All Agreements incorporating these terms and conditions shall be construed and governed in all respects by English law and all disputes arising under or relating to these Conditions shall be referred to the jurisdiction of the Courts of England and Wales only.

Issue: 1.5 Dated: June 2010