



Terms & Conditions

1. Definitions

“APC” means Associated Petroleum Consultants Limited of Suite 2, Lion House, Folders Lane East, Ditchling BN6 8SG;

“Client” means the Party at whose request or on whose behalf APC undertakes the Services;

“Conditions” means these Term and Conditions;

“Confidential Information” means all information (whether written, oral or by another means and whether directly or indirectly) relating to any Party including, without limitation, information that is marked “Confidential” or that any Party would reasonably consider to be confidential in nature and any and all information relating to the products or services of any Party, financial information, research, research programs, computer software, techniques, processes, drawings, techniques, customer information, research projects, development and marketing plans, strategies, forecasts, customer lists, sales plans and sales and marketing information, and the like, that is/are in the possession of or may be acquired by or on behalf of any Party;

“Disbursements” means the reasonable cost of all photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees and any and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation incurred by APC in the provision of the Services;

“Fees” means the fees charged by APC to the Client for the provision of the Services, including any Value Added Tax, where applicable, together with any Disbursements;

“Force Majeure Event” means any circumstance which occurs which is beyond the reasonable control of APC and which directly prevents APC from performing its obligations hereunder, including without limitation, Acts of God, weather, strikes or lockouts or other industrial disturbances, acts of the public enemy, terrorist attack or threats thereof, accidents to machinery, failure of public utilities or of internet providers, sanctions, quarantine restrictions, epidemics, fire, flood, or any restrictive act of government;

“Good Industry Practise” means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in any territory in or in relation to patents, design right, copyrights, trademarks, service marks, trade names, domain names, know-how and other trade secret rights, database rights, business and domain names and Confidential

Information, whether or not registerable, registered or patentable and all applications and rights to apply therefor;

“Party” means either APC or the Client and “Parties” shall mean both of them;

“Report” means any report or statement provided by APC in accordance with instructions received from the Client; and

“Services” means the services to be provided by APC to the Client, once agreed in accordance with the provisions of Clause 3.

2. Scope

APC shall provide the Services solely in accordance with these Conditions.

3. Services

The Client will set out in writing to APC the nature and scope of the services which it requires APC to provide. APC will confirm in writing that it either agrees to provide such services or alternatively what other services it will perform on the Client’s behalf. APC and the Client shall agree the nature and scope of the Services whereupon these Conditions shall apply thereto. Any subsequent change or addition to the Services shall be agreed by both Parties in writing.

4. Payment Terms

The Client shall pay the Fees punctually and in any event not later than 30 days following the relevant invoice date, in such manner as may be agreed in writing between the Parties. No set-off or counterclaim shall entitle the Client to withhold payment of any sums

whatsoever payable to APC. In the event that the Client is required to withhold any part of any payment payable by it to APC hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, APC shall receive from the Client the full amount of such payment. If for any reason payment of the Fees shall not be made on the due date then the Client shall pay to APC interest on the amount unpaid at the rate of 4% per annum above the Base Lending Rate for the time being of HSBC Bank plc calculated on a daily basis from the due date until the date of payment (both before and after judgment) compounded monthly.

APC reserves the right at any time to require the Client to make payments on account of APC's Fees to APC and to require further payments on account from time to time once earlier payments on account have been extinguished.

5. Obligations and Responsibilities of the Parties

(a) Client

The Client undertakes to ensure that full, clear and sufficient instructions are given to APC in sufficient time to enable the Services to be performed by APC effectively and efficiently and to procure all necessary access for APC and its representatives to goods, premises, vessels, installations and transportation and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions for APC and its representatives. APC shall have no liability to the Client for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) APC

APC warrants that it shall use reasonable care and skill in the performance of the Services in accordance with Good Industry Practice.

Except as expressly stated herein, all other terms, conditions, warranties or undertakings (whether they are oral, written, express or implied or arise in contract, tort, statute or otherwise) regarding the Services or any other matter pertaining thereto, including, but not limited to conditions, terms or warranties as to satisfactory quality and/or fitness for a particular purpose are to the maximum extent permitted by applicable law hereby excluded.

(c) Report

APC shall submit a written Report to the Client upon completion of the Services detailing APC's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

(d) Confidentiality

Each Party shall and shall procure that its officers, employees, agents and contractors shall:

- (i)** keep confidential all Confidential Information of the other Party;
- (ii)** not disclose or transfer to any third party (other than to its officers, employees, agents or contractors where strictly necessary for the purposes of enabling each Party to perform its obligations hereunder) any such Confidential Information; and
- (iii)** not use (including by making unnecessary copies) other than as strictly necessary for the performance of this Agreement any such

Confidential Information or any Intellectual Property Rights of the other Party.

Either Party shall be permitted to disclose the other's Confidential Information where such disclosure is required by applicable law, subject to the Party required to make the disclosure giving the Party whose Confidential Information is to be disclosed notice of the disclosure (where it is not prevented from doing so by law or applicable regulation), and reasonable assistance if that Party wishes to challenge the requirement to make the disclosure.

(e) Property

The right of ownership in respect of any Report and any and all original work created by APC shall at all times remain the property of APC. The Intellectual Property Rights in the Services and any Report shall be and shall remain vested in APC and no such rights in or to such Services or Report are hereby granted to the Client.

(f) Conflict of Interest/Qualification

APC shall promptly notify the Client of any matter, including any conflict of interest or lack of suitable qualifications and experience, which would render it undesirable or impossible for APC to provide or continue to provide the Services. The Client shall be responsible for payment of the APC's Fees up to the date of any such notification.

6. Liability

(a) APC shall be under no liability whatsoever to the Client for any loss, damage, delay, cost or expense of whatsoever nature, whether direct or indirect and howsoever arising, unless the same is proved to

have resulted solely from the gross negligence or wilful misconduct of APC or any of its officers, employees or agents or sub-contractors.

(b) In the event that it is proved that any loss, damage, delay or expense was caused by the gross negligence or wilful misconduct of APC, then, APC's liability for each incident or series of incidents giving rise to a claim or claims shall not exceed in the aggregate an amount equal to APC's Fees charged in connection with the provision of the Services, excluding Value Added Tax and Disbursements. APC shall not be liable for loss of or damage to any equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs unless such loss or damage arises as a result of the gross negligence or wilful misconduct APC, its officers, employees, agents or contractors.

(c) APC shall not be liable to the Client for any indirect, special or consequential loss or damage, or indirect loss of profit, indirect loss of goodwill or indirect loss of opportunity arising out of the provision of the Services.

7. Indemnity

The Client hereby undertakes to keep APC and its officers, employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which APC may suffer or incur (either directly or indirectly) in the course of the or as a result of the provision of the Services under these Conditions.

Each Party shall indemnify the other and hold the other Party

harmless against any loss, liability, claims and expenses that may be incurred by it in respect of any claim that the provision of the Services infringes the copyright, database right or other Intellectual Property Rights of any third party.

8. Force Majeure

(a) APC shall not be liable to the Client for any delays or failures directly attributable to a Force Majeure Event save that APC shall use its best endeavours to resume performance as quickly as possible and shall promptly give the Client full particulars of the failure or delay and consult with the Client concerning the failure or delay from time to time as appropriate. In the event of a Force Majeure Event applying the obligations of APC hereunder shall be suspended until such Force Majeure Event shall, subject to sub-clause (b) below, no longer apply.

(b) If the cause and effect of Force Majeure cannot be eliminated within a period of 20 consecutive days, APC may terminate the provision of the Services by giving 3 days written notice to the Client. Termination in such case shall discharge the Parties from all future obligations and liabilities under this Agreement except that the Client shall pay to APC all amounts due and unpaid under this Agreement as at the date of the occurrence of the Force Majeure Event and without prejudice to any rights or remedies that the Client may have against APC, APC shall pay to the Client any amounts received by APC in respect of the Services to be performed by APC hereunder and not yet performed by reason of the occurrence of a Force Majeure Event.

9. Insurance

APC shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which APC may be held liable to the Client under these Conditions.

10. APC's Right to Sub-contract

APC shall have the right to sub-contract any of the Services, subject to the Client's right to object on reasonable grounds. In the event of any such sub-contract APC shall remain fully liable for the due performance of its obligations under these Conditions.

11. Termination

APC shall be entitled forthwith to terminate these Conditions and the provision of the Services, by written notice to the Client, if:

- (a)** the Client fails to pay to APC within 7 days of due date any of the Fees due and payable to APC hereunder; or
- (b)** the Client commits a material or persistent breach of any of the terms or conditions hereof and, if such breach is capable of remedy, fails to remedy such breach within fourteen (14) days after receipt of notice in writing from APC identifying such breach and requiring remedy thereof; or
- (c)** an encumbrancer takes possession of, or a receiver is appointed over any of the material property or assets of the Client; or
- (d)** the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order; or
- (e)** the Client goes into liquidation (except for the purposes of amalgamation or reconstruction) or any petition in relation to its

potential insolvency is presented (and which is not discharged with 21 days of its issue); or

(f) if any event analogous to the events referred to in (c) to (e) above occurs in any jurisdiction in which the Client conducts its business.

12. Effects of Termination

If these Conditions are terminated under Clause 11, then the Client shall (without prejudice to any other rights and remedies which APC may have) pay forthwith to APC all amounts then due and unpaid to APC hereunder, together with interest thereon (if any) at the rate specified in Clause 4 and the Client shall indemnify and keep APC indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by APC as a result of such termination.

13. Severability

If any provision hereof is held by a court to be invalid or unenforceable and can be deleted without altering the essence of these Conditions, the unlawful provision shall be severed and the remaining provisions shall remain in full force or effect.

14. Waiver

No relaxation forbearance delay or negligence by APC in enforcing any of these Conditions or the granting of time by APC to the Client shall prejudice affect or restrict the rights and powers of APC. No waiver of any terms or conditions hereof shall be effective unless made in writing and signed by APC against which enforcement of the waiver is sought. The waiver of any breach of any term or condition hereof shall not be construed as a waiver of any subsequent breach or condition whether of the same or different nature. Except where

otherwise explicitly agreed all remedies herein are cumulative and not exclusive of any other remedy or right herein or at law.

15. No Partnership

APC and the Client shall each act as independent contractors and no part of these Conditions is intended to create or record any employment, partnership, joint venture, agency or other such relationship between APC and the Client and shall not be construed as such.

16. Notices

Any notice required to be given hereunder shall be in writing and shall be deemed duly given if left at or sent by first class post or facsimile message to the last known address of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile message upon the day such facsimile message is sent.

17. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and any dispute shall be subject to the jurisdiction of the English Courts.