TERMS AND CONDITIONS

The University of Aberdeen, under the supervision of the Facility Director, agrees to perform the services subject to acceptance of the following terms and conditions:

1. The University shall use its reasonable endeavours to provide the Services within the time period specified and shall exercise all reasonable skill, care and technical expertise in the performance of the Services.

2. The Company shall pay to the University the sums quoted (exclusive of any VAT obligations). It is the responsibility of the Company to provide the University with any information required in order for invoices to be paid in a timely fashion.

3. In the event of termination of the Services by either party, the Company shall pay the University for all costs and expenses reasonably incurred or non-cancellable.

4. No representation or warranty of any kind is given by the University in relation to the Services and all such representations or warranties, whether express or implied, are hereby, to the maximum extent limited by law, excluded and extinguished.

5. The Company shall release, defend, indemnify and hold harmless the University from and against any and all liability which may arise out the Company’s use of the results of the provision of the Services, except in so far as such liability arises as a result of negligence on the part of the University.

6. Notwithstanding the sole or concurrent negligence or breach of statutory or other duty by the other Party, each Party shall be responsible for and shall release, defend, indemnify and hold harmless the other Party from and against any and all liability for its own indirect or consequential losses result from or arising out of this Agreement, including but not limited to business interruption, loss of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit however same may be caused.

7. The University and the Company shall keep strictly confidential and shall not, without the prior written consent of the other, make use of or disclose to any third party, any information relating to the affairs of the other or the existence or content of this Agreement or otherwise arising out of the provision of the Services which may reasonably be regarded as confidential.