

The following terms apply to all consultancy, inspection, and laboratory services provided by Met Inspect Ltd. These terms take precedence over any Client-issued Purchase Order unless specifically varied in writing by a Director.

MET INSPECT LTD: STANDARD TERMS & CONDITIONS OF SERVICE (2026)

1. DEFINITIONS AND INCORPORATION

- 1.1 **"Agreement"** means these Terms and Conditions and any associated Estimate or Work Instruction.
- 1.2 **"Estimate"** means the document provided by the Supplier setting out the specific scope of work and the associated fees.
- 1.3 **"Services"** means the engineering consultancy, metallurgical inspection, or laboratory testing services provided by **Met Inspect Ltd** (the **"Supplier"**).
- 1.4 **"Client"** means the person or entity to whom the Estimate is addressed.
- 1.5 **Precedence:** These terms apply to all Services performed. Any terms provided by the Client (including those on a Purchase Order) are expressly excluded unless accepted in writing by a Director of the Supplier.

2. PROVISION OF SERVICES

- 2.1 **Standard of Care:** The Supplier shall exercise reasonable skill, care, and diligence in accordance with the standards of a qualified engineering consultant.
- 2.2 **No Fitness for Purpose:** The Supplier provides no warranty, express or implied, that any report, data, or deliverable is "fit for any particular purpose." Liability is strictly limited to the professional standard of care.
- 2.3 **Laboratory Samples:** (a) Risk of loss or damage to samples remains with the Client until delivery to the Supplier's laboratory. (b) The Client acknowledges that analysis may involve **destructive testing**; the Supplier is not liable for the cost of replacement samples or the restoration of tested items. (c) Unless otherwise agreed, samples will be disposed of 30 days after the final report is issued.
- 2.4 **Site Access:** For site-based work, the Client shall provide safe access, necessary permits, and all documentation required for the Supplier to perform the Services safely.

3. MOBILISATION AND EXPENSES

- 3.1 **Standard Mobilisation:** For site-based assignments, mobilisation charges cover a period of **12 working days**. After 12 days, a mandatory rest period applies to personnel. Continuous coverage during a rest period requires a second mobilisation fee to deploy a relief team.
- 3.2 **Travel:** A flat rate travel allowance (as specified in the Estimate) applies for personnel returning to site after a mandatory rest period.
- 3.3 **Accommodation:** Required for any site located further than **40 miles from WF1**. Charged at cost (Premier Inn standard) or at the flat rate specified in the Estimate.

4. FEES AND PAYMENT

- 4.1 **Invoicing:** The Supplier reserves the right to submit interim invoices on a **weekly basis**.
- 4.2 **Payment Terms:** All invoices are payable within **30 days** of the invoice date. 4.3 **Late Payment:** Interest at 4% above the Bank of England base rate applies to all overdue balances, accruing daily.

4.4 **Suspension:** The Supplier may suspend all Services (including the release of reports) if any undisputed payment is **14 days overdue**.

4.5 **Cancellation:** Expenses incurred between confirmation and cancellation are recoverable at cost. Short-notice site delays not caused by the Supplier result in accommodation and standby costs being charged at the rates quoted in the Estimate.

5. LIABILITY AND INSURANCE

5.1 **Professional Indemnity:** Total aggregate liability for professional negligence is limited to **£2,000,000**.

5.2 **Public Liability:** Total aggregate liability is limited to **£5,000,000**.

5.3 **Employer's Liability:** Maintained at **£10,000,000**.

5.4 **Net Contribution:** The Supplier is only liable for the proportion of loss it is directly responsible for, assuming all other responsible parties have paid their proportionate share.

5.5 **Legal Carve-outs:** No limit applies to liability for death or personal injury caused by negligence, or for fraud.

6. INTELLECTUAL PROPERTY & LICENSE

6.1 **Ownership:** The Supplier retains all intellectual property rights and copyright in all drawings, reports, methodologies, and data created.

6.2 **Condition of License:** Subject to **payment in full** of all fees, the Supplier grants the Client a non-exclusive license to use the reports for their intended purpose.

6.3 **Revocation:** The Client has **no right to use or rely upon** any report or data while any related invoice remains unpaid. Such use shall constitute an infringement of copyright.

7. GENERAL

7.1 **Termination:** Either party may terminate with 30 days' notice, or immediately for material breach or insolvency.

7.2 **Dispute Resolution:** Disputes shall be subject to mediation before the commencement of any legal proceedings.

7.3 **Law:** This Agreement is governed by the laws of **England and Wales**.

SCHEDULE 1: COMMERCIAL FRAMEWORK

Note: Specific rates for the items below are as set out in the Supplier's Estimate.

S1.1 Personnel Basis:

- Services are charged on a daily or hourly basis as specified in the Estimate.
- **Minimum Charge:** A minimum charge of 8 hours applies to all site-based assignments.
- **Standard Working Day:** A standard day for site-based Metallurgy is 8 hours. Hours worked in excess of the standard day are billed at the quoted hourly rate. A standard day for a site-based technician is 10 hours.

S1.2 Weekend & Holiday Rates:

- **Weekend Working:** Charged at the standard daily rate (minimum 8 hours) + 15%.
- **Bank Holidays:** Charged at 1.5x the standard rate specified in the Estimate.

S1.3 Annual Adjustment:

- All quoted rates in any long-term framework or recurring assignment are subject to a **4% increase** on each anniversary of the Agreement.

S1.4 Mobilisation:

- Site-specific mobilisation fees will be quoted in the Estimate. These fees cover the 12-day working cycle as defined in Clause 3.1.