WARRINGTONFIRE TESTING AND CERTIFICATION LIMITED

TERMS AND CONDITIONS (UK)

1.   Formation of Contract

1.1   These terms and conditions ("**Terms and Conditions**") together with any quotation, proposal, estimate or fee quote (**"Quotation"**) provided by or on behalf of the Company (as defined below) shall apply to all contracts for for thr mate thr 6ontraclate

DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; ANY COST OF DECAMPING OR REHOUSING; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR

9.3.2 ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

9.4 SUBJECT TO CONDITIONS 9.3 AND 9.10, THE COMPANY'S TOTAL LIABILITY TO THE CUSTOMER IN CONTRACT, TORT (INCLUDING CLAIMS FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) £5,000 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

9.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

9.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.

9.5 Without prejudice to the generality of sub-condition 9.4, the Company shall have no liability whatsoever to the Customer (whether in contract, tort (including without limitation negligence or breach of statutory duty), or otherwise) arising out of or in connection with any Cladding Claim, save as may be explicitly agreed in writing between the Company and the Customer. Any such agreement in writing shall, save where it explicitly provides otherwise, be taken (a) to be subject to any other

in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

12.3 In addition to any specific Customer obligations set out in iCompany'Q(i)uotapaany

21.3 Where Personal Data is Processed by a party under or in connection with the Contract that party, as Data Processor, shall:
    21.3.1 not Process, transfer, modify, amend or alter the Personal Data

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4.1.6 the Customer has persistently or seriously failed to meet certification requirements for a particular part or parts of a relevant Standard.

4.2 Where permitted by the relevant Standard, the Company will afford the Customer a reasonable opportunity to take corrective action before the suspension or withdrawal takes effect. In the event of suspension or withdrawal of all or part of a certificate, the Company reserves the right to make public the fact that such action has been taken.

4.3 In the event the Company is unable to supply certification or is no longer able to continue to supply certification accredited by the relevant accreditation body or otherwise withdraws from supplying certification, the Company will notify the Customer within thirty (30) days and the certificates will be suspended ipso facto within six (6) months after the date of withdrawal.

4.4 In the event that the Company suspends or withdraws a certificate, the Customer (including the Customer's group companies) shall:

4.4.1 immediately refrain from any claims or representations (oral or written, express or implied) that products comply with the requirements of the