



APPENDIX – T's & C's

The following are Seismic Eye standard terms of business.

Acceptance of this document indicates acceptance of these terms unless amended in writing by Seismic Eye.

1. An agreement shall be created between Seismic Eye and the Client and work commenced when Seismic Eye has received notice either in writing, orally, or by conduct, as confirmation of the work and costs, which have been proposed.
2. Our fee schedule, which covers the activities defined in the proposal, is based on a daily rate, which varies according to the seniority of the staff employed to carry out the work, and on a standard working day of 8 hours. Fees are charged for all time spent on Client affairs, including travel time which is charged at the rate described in the fees schedule document, whether on the Clients' premises or elsewhere. No fees are incurred for periods when the consultant is absent for public and statutory holidays, sickness, leave or training. Any fixed prices shall be varied in the event of the Client requesting changes to the assignment or of Seismic Eye incurring additional time caused by delays beyond Seismic Eye's control.
3. Seismic Eye reserves the right to revise the fees if, during the course of our work, a need for additional services not specified in this proposal is identified, or if the costs of any purchased input to the project increase in the period between proposal and commissioning of the project. Any fee revision will be discussed and agreed with the Client before implementation.
4. Our fee rates are normally reviewed with effect from 1st January and 1st July each year.
5. Seismic Eye fees exclude applicable taxes. They are invoiced as a deposit on confirmation to proceed and monthly as incurred. Travel, lodging and any other agreed expenses are billed monthly at cost. Mileage is charged at the current rate described in the fees schedule.
6. Invoices are due on presentation at the end of each month or assignment whichever falls sooner.
7. Seismic Eye requires 1 month's notice of cancellation or postponement in order to reallocate staff. If a project is cancelled at any stage after commissioning, the Client will be responsible for the cost of any non-refundable expenses, any work carried out to that date, plus any time scheduled, which cannot be resold. If notice is not given, Seismic Eye will charge scheduled activity for the next month plus any non-cancellable charges.



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8. Seismic Eye makes every effort to complete projects in accordance with the timing stated in proposals, but cannot be responsible for delays occasioned by factors which are outside its control. Where possible Seismic Eye will endeavour to give advance notice of any anticipated delays.
9. We shall not be liable for any direct or indirect consequential or punitive damages with respect to this engagement. We do not carry professional liability insurance, but we will obtain it on a project-by-project basis if requested in writing by the Client, and if the Client agrees to pay the applicable premium.
10. All surveys, forecasts and recommendations in any report or letter are made in good faith and on the basis of the information before us at the time. Their achievement must depend, among other things, on the effective co-operation of the Client's staff. In consequence, no statement in any report or letter is deemed to be, in any circumstances, a representation, undertaking, warranty or contractual condition.
11. Seismic Eye reserves the right to terminate the agreement or cease to supply any services or goods, in the event of any form of bankruptcy filing.