

RIVELIN CONSULTANTS LIMITED
TERMS AND CONDITIONS OF APPOINTMENT

1 DEFINITIONS

- 1.1 RCL – Rivelin Consultants Limited
- 1.2 Client – The entity to whom the Quotation is addressed and hereby contracts with RCL
- 1.3 Services – the undertaking by RCL to the Client as outlined in the Quotation
- 1.4 Quotation – The formal Offer made to the Client by RCL
- 1.5 Agreement – such agreement made between the Client and RCL for the provision of the Services according to the Quotation and these Terms and Conditions.

2 GENERAL

- 2.1 The Quotation is offered ordered and accepted subject to these terms and conditions. Conditions of purchase contained in the Client's order and any other conditions which the Client may seek to impose which are at variance with or additional to these terms and conditions are not binding on RCL unless specifically accepted in writing.

3 ACCEPTANCE OF OFFER

- 3.1 No acceptance shall be binding on RCL unless and until such has been acknowledged and accepted in writing by the Client. Unless specifically and expressly agreed between the parties, the Quotation is held open for 30 calendar days from the date of Quotation. RCL retains the right to revise the Quotation after this period.

4 PRICE VARIATION

- 4.1 In instances where RCL does not provide a fixed price for the provision of the Services, in the event of a rise or fall in the cost of such Services, the price quoted shall be adjusted accordingly.
- 4.2 Where the Client requests additional works which vary from the original Services, RCL shall advise the Client of the cost and time implications of such variations and shall progress with such variations only upon written approval from the Client to proceed accordingly.
- 4.3 Where a verbal instruction is given by the Client to RCL, such instruction shall be confirmed in writing by RCL to the Client. If not disputed within 3 calendar days of receipt of such confirmation, the instruction shall stand and considered a variation to the original Quotation and priced and delivered accordingly.
- 4.4 If at any time during the execution of the Services, or after completion thereof, any designs whether completed in whole or in part, or any specification, drawing or other document prepared in whole or in part needs to be modified or revised by reason of instructions received from or on behalf of the Client, or by reason of circumstances which could not reasonably have been foreseen by RCL then the modification or revision work shall be carried out by RCL upon written instruction by the Client. Such modifications or revisions shall be subject to the variation clause as outlined in 4.3 above.

5 DELIVERY & COMPLETION

- 5.1 Delivery and completion dates are given in good faith. However, delivery shall be conditional upon RCL being able to procure the necessary labour goods materials and services and without responsibility for delays arising from risks and uncertainties of Client-provided information, manufacture, strikes, accidents and other causes beyond the control of RCL.
- 5.2 Delivery times given by RCL are estimates and shall not be considered as binding unless acknowledged as such in writing by both parties and will date from the acknowledgement and acceptance of a written order or from the date of receipt of full information enabling the Services to begin whichever shall be the later.
- 5.3 RCL shall not be liable for any loss arising either directly or indirectly from any delay in the delivery of the Services howsoever caused.
- 5.4 Where delivery of training is made on the Client's premises, all responsibility for logistics rests with the Client. In the event that the training facilities or any required audio/visual aids are unavailable any subsequent consequential expenses for provision of alternative facilities or audio/visual aids by RCL shall be borne by the Client.
- 5.5 Suspension of the Services maybe authorised in writing by the Client to RCL. Such suspension shall not exceed 30 calendar days from date of notification, following which the Agreement may be considered terminated.
- 5.6 Transmittal notes bearing the signature of the Client his servant agent or representative including any individual signing for the delivery at the address on the delivery item or items shall be conclusive evidence of receipt of Services described thereon unless claims for investigation are made in writing to RCL. Such claims must be made within 7 calendar days from the date of intended receipt.
- 5.7 The delivery of consultancy services shall be made electronically in the first instance and by hard copy if specified in the Agreement. Submission of such services to the Client shall be considered as executed upon delivery by electronic means.
- 5.8 In the event that RCL is incapable of performing its obligations under this Agreement because of any event which is unavoidable and beyond the control of RCL including a judicial or governmental decree regulation or other direction outside the control of RCL and any natural disaster or Act of God, RCL shall immediately give notice to the Client and attempt all possible efforts to resume performance.
- 5.9 Upon giving of such notice the Agreement shall be suspended. If the period of default exceeds 30 calendar days from the receipt of notice of the Force Majeure event the Agreement shall thereupon terminate unless the parties have agreed otherwise in writing.

6 CONDITIONS & WARRANTIES

- 6.1 In substitution for all and any other rights which the Client would or might have had but for these conditions, the liability of RCL in respect of any defect in or failure of any goods or services supplied, or for any loss injury or damage attributable thereto is limited to replacement Services of a nature similar to the original Quotation.

6.2 RCL warrants that it shall perform the Services in accordance with current standards of care and diligence normally practiced by equivalent and recognised firms in performing services of a similar nature.

6.3 RCL will not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever caused. Subject to compliance with the obligations hereof which shall be a condition precedent to the RCL's liability RCL will revise or review any consultancy deliverables (at its option) any components of RCL's deliverables which are found to be defective due to faulty design consultancy materials or workmanship. Such defects must be proven by an independent third party mutually agreed between the Client and RCL.

6.4 If, during the one (1) month period following the completion of the Services it is shown that there is an error in the Services as a result of RCL's failure to meet those standards, and the Client has notified RCL in writing of any such error, RCL shall perform such corrective services within the original Services as may be necessary to remedy such error. This is the extent of RCL's liability unless agreed otherwise and written into the Agreement.

6.5 RCL will not be liable to the Client for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on RCL by operation of law. The Client acknowledges that it is responsible for ensuring that the products and services so ordered from RCL are fit for the purpose.

6.6 The Client has the responsibility to ensure that the Services provided by RCL are incorporated into other works in a manner that fully complies with the intent of the Services.

7 PAYMENT

7.1 Progress payments will be invoiced as per the Quotation. Where no schedule of payment exists, payment shall be due in the amounts stated and on the date inferred from the Agreement. All payments must be made without any set-off, deduction or counterclaim.

7.2 In the event of default in payment, RCL may, in its discretion and without prejudice to any other rights it may have;

7.2.1 Suspend all outstanding services as outlined in the Quotation and/or terminate the Agreement;

7.2.2 Require payment in advance for any future services for the Client;

7.2.3 Request payment of interest on the amount due at a compound annual rate of 3% per annum above the prime rate of as calculated as the average of the commercial banks of Trinidad and Tobago from the date when payment for the goods or services in question became due to the date of actual payment.

8 TITLE IN SERVICES

8.1 The property in Services supplied shall pass to the Client when payment shall have been received by RCL for those Services.

8.2 If the Client fails to make any payment to RCL when due or becomes insolvent or bankrupt or goes into liquidation or makes any arrangement with its creditor or has a receiver appointed over any of its property or undertaking then the power of sale shall automatically cease and RCL shall be thereupon entitled to enter upon the premises of the Client and reclaim the Services or value thereof.

8.3 RCL shall have a general lien on all Services or other paraphernalia of the Client and the right to retain possession until all payments costs expenses or loss suffered as the result of any breach of Agreement has been paid for or otherwise satisfied. The Client authorises RCL and its agents to recover the Services and to enter any premises of the Client for that purpose.

8.4 Demand for or recovery of the products by RCL shall not of itself discharge either the Client's obligation to pay the whole of the price and take delivery of the products or RCL's right to sue for the whole of the price.

9 COPYRIGHT

9.1 Copyright in all material prepared, written, amended, designed or originated by RCL is the sole property and vests absolutely in RCL. This excludes original material provided by the Client for incorporation in work done on his behalf. At the completion of the Agreement, and after receiving payment in full for the said contract, RCL will grant the Client full, free and absolute permission to use any or all of the material within the confines of the work carried out by RCL.

9.2 All drawings design specifications standards estimates consultancy documents provided by RCL should not be used for any other purpose other than those agreed beforehand with the Client. All documents must remain confidential unless express permission is provided by RCL.

10 DRAWINGS & INFORMATION

10.1 The Client acknowledges that drawings, designs, logos, and other documents and information furnished to the Client by RCL are disclosed in confidence and will not without prior written consent furnish copies or details of such material to any third party. RCL undertakes to keep confidential any material of a similar nature received from the Client.

10.2 RCL accepts no responsibility for any drawing design or specification not prepared by RCL but used as an integral part of the Services provided by RCL. RCL offers no warranty guarantee representation or opinion as to the practicability of construction or the integrity efficacy safety or otherwise of Services to be supplied or work to be executed by the Client in accordance therewith and the cost of any additional work caused by defects in any such drawings designs or specifications shall be chargeable to the Client.

10.3 Unless stated otherwise all information provided by RCL shall be provided in a non-editable form and RCL shall not provide any information in its original and native format.

11 INDEMNITY

11.1 RCL shall hold the Client harmless against any and all claims, demands and causes of action for injury to or death of persons or for damage to or destruction of property (other than property of the Client or construction work in progress, for which the Client assumes responsibility) resulting solely from the negligent physical acts of RCL while at the Client's facility.

RIVELIN CONSULTANTS LIMITED
TERMS AND CONDITIONS OF APPOINTMENT

- 11.2 Except for RCL's warranty obligations under these terms and conditions, RCL's liability shall not exceed amounts recoverable under the scope and limits of the insurance coverages held by RCL and, to the fullest extent permitted by law. The Client agrees to release, defend, and hold RCL harmless from and against any and all further liability arising in any manner from this Agreement and RCL's performance of the Services.
- 11.3 The Client agrees to waive, and shall require its insurers to waive, subrogation against RCL under any applicable policy of insurance. Neither party shall be responsible or held liable to the other for loss of profit, loss of product, loss of business or any special or indirect loss, howsoever caused.
- 11.4 RCL shall not be liable for intellectual property rights infringement, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with:
- 11.4.1 any express or implied terms of the Agreement between RCL and the Client, or of any order accepted by RCL
- 11.4.2 any duty of any kind imposed on RCL by law arising out of or in relation to the Agreement or order; or
- 11.4.3 any defect in the products or services.
- 11.5 If, notwithstanding clauses herein, any liability attaches to RCL, RCL's liability to the Client in respect of one or more of
- 11.5.1 any express or implied terms of the Agreement between RCL and the Customer, or of any order accepted by RCL;
- 11.5.2 any duty of any kind imposed on RCL by law arising out of or in relation to the Agreement or order; or
- 11.5.3 any defect in the products or services;
- 11.6 shall be limited in the aggregate to TT\$10,000. Nothing in this clause shall exclude or limit the liability of RCL for death or personal injury caused by the negligence of RCL or its employees, agents or sub-contractors, or for fraud.
- 12 TERMINATION**
- 12.1 This Agreement may not be terminated except by agreement in writing by both parties, and upon payment to RCL such amount as may be necessary to indemnify RCL against all loss resulting from the said terminated and upon submission by RCL of all Client deliverables up to and including the point of termination.
- 12.2 RCL shall be entitled to suspend or cancel further services and to suspend or terminate work under this and any other Agreement between RCL and the Client if:
- 12.2.1 any payment is overdue
- 12.2.2 after written notice to the Client to the extent that the value of the Services delivered but not paid for exceeds or if delivered would exceed any credit limit it had agreed between RCL and the Client whether or not payment is overdue.
- 12.3 The Client may, with or without cause, terminate all or part of the Services at any time upon ten (10) working days' written notice to RCL. In either case, RCL shall be paid costs incurred and fees earned to the date of termination and through demobilisation.
- 12.4 In the event of part cancellation, RCL may invoice the Client any difference in the agreed price applicable to the value of the Services incurred supported by invoices timesheets or documentation.
- 13 CONSEQUENTIAL LOSS**
- 13.1 RCL shall not be liable for any costs claims or damages arising out of any tortious act or omission or of any breach of contract or statutory duty calculated by reference to profits income production or accruals or loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.
- 14 LEGAL CONSTRUCTION**
- 14.1 This Agreement shall in all respects be construed and operate as a Trinidad & Tobago contract and in conformity with Trinidad & Tobago law and the Trinidad & Tobago Courts may assume jurisdiction in respect of any matter or claim arising therefrom or relating thereto.
- 14.2 The warranties, obligations, liabilities and remedies of the parties as provided herein, are exclusive and in lieu of any other available at law or inequity. Indemnities against, releases from, assumptions of and limitations on liability and limitations on remedies expressed in this Agreement, as well as waivers of subrogation rights, shall apply notwithstanding the fault, negligence (whether active, passive, joint or concurrent), strict liability or other theory of legal liability of the party indemnified, released, or whose liability is limited, or assumed, or against whom remedies have been limited, or rights of subrogation have been waived and shall extend to the officers, directors, employees, licensors, agents, partners and related entities of such party and its partners and related entities.
- 15 NOTICES**
- 15.1 Any notices required to be served pursuant to these conditions shall be served as follows:-
- 15.1.1 Notices to RCL – 23 Wittet Drive, Central Park, Couva, Trinidad & Tobago
- 15.1.2 Notices to the Client - Such address as the Client may stipulate, or, failing this, either the last address to which Services were delivered, or, in the case of a limited company, to its registered office.
- 15.2 A properly addressed notice sent by electronic mail in the first instance, or in the second instance first class registered post or where appropriate registered mail shall be deemed received within 3 calendar days of its dispatch.
- 16 MISCELLANEOUS**
- 16.1 If any provision herein is held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 16.2 Waiver by RCL of any of the terms herein or the granting of time or indulgence by RCL to the Client shall in no way affect RCL's rights hereunder.
- 17 FORCE MAJEURE**
- 17.1 Any delays in or failure of performance by RCL shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of RCL, including but not limited to acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accidents, riots; or any natural physical disaster. denial of public utilities, means of transport, strikes or other concerted acts of workmen, whether direct or indirect in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of RCL.
- 17.2 In the event such occurrence impacts RCL's obligations hereunder or causes RCL to incur additional costs, RCL's obligation shall be equitably adjusted and it shall be entitled to reimbursement for such additional costs.
- 18 INSURANCE**
- 18.1 RCL shall maintain Professional Indemnity insurance during the period that the Services are performed. Details of such insurance may be obtained by the Client upon written request to RCL.
- 19 PROVISION OF INFORMATION**
- 19.1 In performance of the Services, it is understood RCL will be supplied with certain information and/or data by the Client and/or others, and RCL will rely on same. The provision of such information is without RCL's control and RCL shall not be liable for its accuracy, nor for its verification, unless this Agreement is modified by mutual agreement to provide for verification by RCL.
- 19.2 Any information delivered by RCL to the Client may be used solely by the Client for the purpose for which such information is intended. The Client shall not disclose such information to others without RCL's prior written consent. The Client shall indemnify RCL from third party liability arising from any unintended use or unauthorised disclosure.
- 20 INTERPRETATION**
- 20.1 The parties acknowledge and agree to this Agreement, including but not limited to those relating to allocations of, releases from, exclusions against and limitations of liability have been freely and fairly negotiated. Each party acknowledges that in executing the Agreement, they have relied solely on their own judgement, belief and knowledge, and such advice as they may have received from their own counsel and they have not been influenced by any representation or statements made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.
- 20.2 In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of this Agreement in order to effect the intent of the parties as set forth herein. The parties agree to look solely to each other with respect to performance of the Agreement.
- 20.3 RCL may have portions of the Services performed by its affiliated entities or their employees, in which event RCL shall be responsible for and the Client shall look solely to RCL as if such Services were performed by RCL hereunder.
- 20.4 The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitations or releases from liability, shall continue as valid and enforceable obligations of the parties not withstanding any such termination, cancellation, completion or expiration.
- 21 DISPUTES**
- 21.1 The relationship between the parties in this Agreement is that of the Client and professional adviser in which both parties recognise that the Agreement is to be successfully achieved if the Client and RCL co-operate fully. Every effort shall be made by both parties to resolve any difference between them but if this appears impossible the parties shall seek the assistance of a recognised Dispute Resolution process to attempt to resolve such difference as quickly and amicably as possible.
- 21.2 Any dispute if not resolved by mutual agreement between the parties to this Agreement shall be referred to the Dispute Resolution Centre of the Trinidad & Tobago Chamber of Commerce.