

**SAC Commercial Limited and SRUC
Standard Terms and Conditions of Contract**

1 Interpretation

1.1 In these Conditions (as hereinafter defined):

means our appointed secretary;

means the standard terms and conditions set out in this document and (unless

“ means or refers to SRUC or SAC Commercial Limited, whichever is party to the Proposal;

includes facsimile transmissions and any other comparable means of communication but does not include mail by electronic means such as e-mail, unless expressly stated;

means or refers to the person(s) other than us who is or are party to the Proposal; and

means a day other than a Saturday, Sunday or public holiday when clearing banks in Scotland are open for business.

2 **Basis of the Contract**

2.1 We shall (subject to these Conditions) undertake the Project in exchange for payment of the Contract price. The Conditions shall be deemed incorporated into the Contract and shall govern the Contract to the exclusion of any other terms and conditions. The Contract constitutes the entire agreement between you and us in respect of the Project.

2.2 In the event of any conflict between any provision of the Conditions and any other provision of the Proposal, the relevant provision of the Proposal, provided the same has been clearly accepted by us, shall prevail.

2.3 No variation to these Conditions shall be binding on us unless agreed in Writing between our authorised representative and your authorised representative. Our employees or agents are not authorised to make any representations concerning the Project unless confirmed by us in Writing. In entering into the Contract you acknowledge that you are not relying on (and that you shall waive any claim for breach of) any representation which is not set out in the Contract.

2.4 Where SAC Commercial Limited is party to the Contract, it may sub-contract to SRUC at its sole discretion such of its obligations as it thinks fit.

3 **Liaison**

We and you will each nominate a suitable representative for the purpose of liaison. Your representative shall be available for consultation with our representative at appropriate i

4.3.3 experimental or test results generated from non-accredited methods may be used in providing professional opinions, diagnoses and interpretations and will be noted as such in the report given to you.

4.4 You will provide us, our agents, sub-contractors and employees in a timely manner and at no charge with access to your premises where required for the Project and be responsible at your own cost for preparing and maintaining your premises for the supply of the Services.

5

expenses) account to you for the excess over the price under the Contract or charge you any shortfall below the price under the Contract; and

12.1.4 if we fail to deliver the Goods for any reason, and we are liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

12.2 Risk of damage to or loss of the Goods shall pass to you:-

12.5.4 the above warranty does not extend to parts, material or equipment not manufactured by us. In such a case, you shall only be entitled to the benefit of any warranty or guarantee which we received from the manufacturer and which we are entitled to pass on to you.

12.6 To be valid, any claim you make which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must be notified to us within seven days from the date of delivery or within seven days of your discovery of the defect or failure. Where any such valid claim is made, we shall be entitled to replace the goods (or the part in question) free of charge upon return of the Goods FOB to us, or at our sole discretion, refund the price of the Goods (or a proportionate part of the price) to you but we shall have no further liability to you. However, Goods may be returned only upon prior written authorisation and proper use of identifying shipping instructions from us.

13 Health and Safety

13.1 You will ensure that any machinery or equipment provided by you complies with all current laws, including the requirements of the Health and Safety at Work etc. Act 1974 as amended or re-enacted from time to time. If, in our opinion, the equipment does not comply with current laws, or with our safety standards you will be responsible for making the necessary modifications before the Project begins.

13.2 You will provide accurate information as to the composition of any materials supplied by you, and will give us notice of any hazards in their use or suspected by you.

13.3 You will inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at those of your premises we attend in connection with the Project. We shall use reasonable endeavours to observe all those health and safety rules and regulations you tell us about, provided that we shall not be liable under the Contract if, as a result of observing such rules and regulations, we are in breach of any of our obligations under the Contract.

14 Data Protection

14.1 Each Party acknowledges that for the purposes of the Data Protection Legislation each Party is a data controller (where data controller has the meaning defined in the Data Protection Legislation).

14.2 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of any personal data you provide to us under this Contract. Subject to Condition 14.3, we do not monitor any of the personal data you provide to us. We shall only process personal data you provide to us in accordance with this Contract and as set out in our privacy notice (as amended from time to time).

14.3 We shall have the right to perform statistical analysis of any personal data you provide to us under this Contract for the creation of anonymised statistical data. 2(th)- 595.3 data. 2(th)

- 15.2 Except for any express warranties contained in the Contract all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.3 We shall not be liable to you whether in contract, delict, breach of statutory duty or otherwise, for any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) with the Contract.
- 15.4 Our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, delict, breach of statutory duty or otherwise shall not

You will throughout the term of the Contract comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-corruption laws") and will have and will maintain in place and enforce where appropriate policies and procedures, including adequate procedures under the Bribery Act 2010 to ensure compliance with the anti-corruption laws.

18 **No Partnership or Agency**

Nothing in the Contract shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as expressly specified by the terms of the Contract.

19 **Jurisdiction**

These Conditions, every Proposal to which these Conditions apply, and the Contract, unless otherwise stated, shall be governed by and construed in accordance with Scots law and you submit to the exclusive jurisdiction of the Scottish courts.

20 **General**

20.1 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy or preclude or restrict its further exercise.

20.2 If any provision of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable then:

20.2.1 that provision or part provision shall to the extent required by deemed not to form part of the Contract and the validity or enforceability of the other provisions of the Contract shall not be affected; and

20.2.2