

# HAZMAT 2021 – Terms & Conditions

## B.1 Definitions

"Customer" refers to the entity specified in the Delegate Registration Form that has executed this agreement and ordered services from Ricardo-AEA Ltd. Ricardo-AEA will provide services to Customer under this agreement. NCEC is a trading name of Ricardo-AEA Ltd.

## B.2 Warranty, Disclaimer and Exclusive Remedy

Ricardo-AEA warrants that the Services will be provided with reasonable care and skill consistent with industry standards. The Customer must notify Ricardo-AEA of any warranty deficiencies within 30 days from performance of the Services. For any breach of the warranty, the Customer's exclusive remedy, and Ricardo-AEA's entire liability, shall be the re-performance of the deficient Services, or if Ricardo-AEA cannot substantially correct a breach in a commercially reasonable manner, the Customer may end the relevant Services and recover the fees paid to Ricardo-AEA for the deficient Services. **To the extent permitted by law, this warranty is exclusive and all other warranties or conditions or terms whether express or implied are expressly excluded, including warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose.**

## B.3 Payment

The Customer shall make full payment on registration. Payment must be in the form of cleared funds; cheque, credit card payment, BACS transfer or cash made prior to the date of the course; registration will not be accepted until payment is completed. Customer agrees to pay and bear any sales, value-added, withholding or other similar taxes imposed by applicable law that Customer must pay based on the services Customer ordered.

## B.4 Limitation of Liability

NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE, OR ITS LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. RICARDO-AEA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO FIVE TIMES THE FEES PAID AND PAYABLE UNDER THIS AGREEMENT. THE PARTIES EACH CONFIRM THAT ALL THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS CLAUSE ARE FAIR AND REASONABLE HAVING REGARD TO ALL THE RELEVANT CIRCUMSTANCES.

## B.5 Intellectual Property Rights Indemnity

If a third party makes a claim against Customer or Ricardo-AEA (as the case may be "Recipient") that any information, specification, data, or material ("Material") furnished by either Ricardo-AEA or the Customer (as the case may be "Provider") and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient (i) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by law); (ii) gives the Provider sole control of the defence and any settlement negotiations; and (iii) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have infringed a third party's intellectual property rights, the Provider may choose to either (i) modify the Material to be non-infringing, (ii) obtain a license to allow for continued use, or (iii) if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of the applicable Material and refund any fees the Recipient may have paid for it. If an infringement claim materially affects Ricardo-AEA's ability to meet its obligations under the relevant order, then Ricardo-AEA may, at its option, upon 30 days prior written notice, terminate the order. Ricardo-AEA will not indemnify the Customer if (i) it alters the Material or uses it outside the scope of this agreement, if the infringement claim could have been avoided by using the unaltered version of the Material and/or (ii) to the extent that an infringement claim is based upon any information, specification, instruction, data, or material not furnished by Ricardo-AEA or the combination of Materials with any products or services not provided by Ricardo-AEA. This clause provides the parties' exclusive remedy for any infringement claims or damages.

## B.6 Termination

If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, the other party may terminate the affected services under the relevant order with five days written notice. Either party may terminate the Agreement upon written notice to the other party in the event that:

- (i) a proposal is made for a voluntary arrangement of the other party or any other composition scheme or arrangement is made with its creditors or a shareholders' meeting is convened a petition is presented for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) or a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets, or a moratorium comes into force or it is or becomes insolvent;
- (ii) the other party undergoes a change in control within the meaning of section 416 of the Income and Corporation Taxes Act 1988.

Upon termination, the Customer must pay, within 30 days, all charges and expenses which have accrued as well as all sums remaining unpaid for the Services received under this Agreement, plus related taxes and expenses. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

## B.7 Other

- Ricardo-AEA retains ownership and all intellectual property rights to anything developed and delivered under this agreement.
- Ricardo-AEA is an independent contractor and each party agrees that no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance.
- A person who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act of 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- Customer may not assign this agreement or give or transfer any services deliverables or an interest in them to another individual or entity
- This agreement is governed by English law and Customer and Ricardo-AEA agrees to submit to the exclusive jurisdiction of, and venue in, the English courts in any dispute arising out of or relating to this agreement.

## B.8 Force Majeure

Ricardo-AEA shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; epidemic or pandemic; act of God; electrical, internet, or telecommunication outage that is not caused by Ricardo-AEA; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of Ricardo-AEA. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for services provided.

## B.9 Entire Agreement

Customer agrees that this agreement and the information which is incorporated into this Agreement by written reference, are the complete agreement for services ordered by Customer and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. Nothing in this Agreement excludes or limits Ricardo-AEA's liability for deceit or fraudulent misrepresentation. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. **It is expressly agreed that the terms of this Agreement shall supersede the terms in any purchase order or other non-Ricardo-AEA document and no terms included in any such purchase order or other non-Ricardo-AEA document shall apply to the services.** This Agreement may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorized

*This event is organised by Ricardo-AEA. Respondents should be aware that the delegate list for this event is held on a computer. Under the terms of the Data Protection Act 2018, respondents should be aware that your information will be stored on our secure systems and may be shared with other attendees and exhibitors after the event and they may contact you to offer products and/or services. NCEC may contact you after the event to request feedback about the event, but your details will not be used by NCEC for marketing unless you are already opted-in or request to opt-in to receive communications about our products and services. You have the right to withdraw your consent to the use of your data at any time by email to [ncec@ricardo.com](mailto:ncec@ricardo.com). Ricardo-AEA Ltd, Shoreham Technical Centre, Old Shoreham Road, Shoreham by Sea, West Sussex, BN43 5FG, UK (registered in England and Wales, number 8229264)*

representatives of Customer and Ricardo-AEA. Any notice required under this Agreement shall be provided to the other party in writing. Address for notices to Ricardo-AEA: Ricardo-AEA Ltd, Gemini Building, Fermi Avenue, Harwell IBC, Didcot, Oxon. OX11 0QR, Attention: Commercial Manager.