

## **Opto-Mechanical Design Terms and Conditions as of 15<sup>th</sup> May 2008**

### **Definitions and Interpretation**

In these terms and conditions of contract for services:

Opto-Mechanical Design, a business partnership between Dr. M. J. Hammond and Dr. P. M. Park, will be referred to as "OMD";

the "Customer" means the person who agrees to purchase the Services of OMD;

the "Services" means any work, research, design, development, information, etc. requested by the Customer;

the "Contract" means the agreement concluded between OMD and the Customer for the supply of Services;

the "Charges" means the price agreed in respect of the Services, excluding Value Added Tax;

"Intellectual Property Rights" means patents, trademarks, service marks, design rights, applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations;

the headings in these Conditions are for ease of reference only and shall not affect the interpretation of the Contract.

### **The Contract**

The Contract may be a written agreement, a verbal agreement or an agreement arranged through e-mail.

### **The Services**

The Services will so far as is reasonable be predefined within the Contract by specifications, plans, drawings and other documentation. Investigations completed within the terms of the Contract by OMD irrespective of the results of the investigations will be regarded as Services.

### **Waiver**

The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

No waiver shall be effective unless it is communicated to the other party in writing.

A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

### **Amendments and Variations**

No amendment or variation to the terms of the Contract shall be valid unless previously agreed between OMD and the Customer.

### **Invoices and Payment**

OMD shall submit invoices at times or intervals agreed by the Customer in the Contract or otherwise.

In consideration of the provision of the Services by OMD, the Customer shall pay the Charges after receiving the invoice. Such payment shall be made within 30 days of receipt of the submitted invoice.

### **Termination of Contract**

If the contract is terminated by the Customer before the expiry of the work agreed, the Customer will be liable to pay for all the work completed up to the date of termination.

### **Safe Production, Safe Use and Safe Deployment**

It is the responsibility of the Customer to ensure that production, use or deployment by the Customer of equipment or techniques which have been designed or produced by OMD does not cause any unnecessary risk to any person or property.

### **Safety Certification**

OMD specifically does not provide expertise in Health and Safety matters. If certification is necessary of equipment or techniques which have been designed or produced by OMD, then it is the responsibility of the Customer to obtain that certification.

It may be necessary for OMD to include safety features in its designs especially when dealing with high-radiance sources of radiation such as lasers, super-luminescent diodes, etc.. Inclusion of such safety features by OMD in the designs produced by OMD for any equipment does not imply certification by OMD of that safety feature or of the equipment to meet any Health and Safety Standard.

### **Intellectual Property Rights**

Subject to any pre-existing rights of third parties, the Intellectual Property Rights, including copyright, in all reports, documents and other materials which are generated or acquired by OMD in the performance of the Services shall belong to and be vested automatically in the Customer upon full payment of all invoices relating to the Contract provided that such payment is made within 30 days of receipt of the final invoice relating to the Contract.

### **Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales. All disputes arising out of or in connection with the Contract shall be exclusively submitted to the York County Court.