

Albion Environmental Ltd Standard Terms

1. Entire Agreement

These standard terms together with the proposal made by Albion Environmental Limited ("the Consultant") as accepted by the Client comprises the entire agreement between the parties ("the Agreement") and supersedes all prior representations, warranties and agreements of whatsoever nature between the parties.

2. The Services

The Consultant warrants that it shall carry out the Services (as described in the Proposal) with reasonable skill and care. The Consultant shall use reasonable endeavours to adhere to any programme agreed for the services but shall incur no liability for any failure to do so.

3. Changes

The Client may by giving written notice to the Consultant from time to time make changes in the Client's requirements and information, issue additional instructions and require additional services or direct the omission of part of the Services without invalidating this Agreement. Before any such change, addition or omission is performed, the value thereof to the Consultant shall be determined by mutual agreement of the Parties. In the event that the Parties do not mutually agree the value of any such change, addition or omission as aforesaid in writing prior to performance thereof they shall use best efforts to do so as soon as reasonably practicable thereafter. In the absence of agreement, additional payments shall be in accordance with Clause 7 and the value of an omission shall be computed on the basis of the estimated cost to Consultant which would have been incurred had the Services not been omitted. If subsequent to the commencement of any Services the cost to the Consultant of performing any part of the Services is increased or decreased by reason of the coming into force of any law, statute, by-law, regulation or other measure having the force of law and for which no adequate provision is made, the amount of such increase or decrease shall be added or deducted as the case may be.

4. Obligations of the Client

The Client warrants that it has obtained all approvals, consents, licenses, permissions, certificates and statutory agreements required from any competent authority and all consents and agreements from and with third parties necessary for the performance of the Services in accordance with this Agreement. The Client shall indemnify and hold harmless the Consultant from and against all consequences of a failure in this respect. The Client shall arrange such rights of access to property and use of facilities as described in (or reasonably to be inferred from) this Agreement. The Client shall supply to the Consultant, promptly and free of charge: (a) any instructions, decisions, consents and approvals, and (b) any relevant data and information in the Client's possession, that the Consultant may reasonably require in order to carry out the Services. The Client shall use reasonable endeavours to supply to the Consultant promptly and free of charge any other things that the Consultant may reasonably require in order to carry out the Services.

5. Site Operations

If the Services include visit(s) to site(s) by the Consultant's personnel the Client shall be responsible for the safety of the Consultant's personnel and the Consultant shall be relieved from performance of the Services whilst it considers the site to be unsafe. The Consultant shall not be deemed to have assumed the role of occupier, or otherwise to have assumed control of or responsibility for a site or personnel on it. If the Consultant is authorised to direct or supervise the work of any others, the Client shall indemnify and hold harmless the Consultant from and against any claims arising therefrom, even to the extent of the Consultant's negligence. The Consultant shall take reasonable care to minimise damage to property, including utilities and other sub-surface obstructions the likely position of which has been notified to the Consultant (in writing). If, notwithstanding such precautions and endeavours, any such property is damaged, the Client shall indemnify and hold harmless the Consultant from and against all consequences of such event, even to the extent of the Consultant's negligence.

6. Toxic or Hazardous Substances

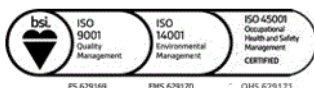
In this clause (without prejudice to any other clauses) "dangers" means toxic or hazardous substances, constituents and conditions, which present an actual or potential danger to human health, safety or the environment. The Client warrants that it has notified the Consultant of any known or suspected dangers when requesting the Proposal. The Client shall notify the Consultant and others of any other dangers as soon as the Client becomes aware of them. As between the Parties, the Consultant shall not be responsible for reporting any dangers to any government, any other duly constituted statutory authority, or the owner or occupier of any adjacent or affected lands. The Client shall indemnify and hold harmless the Consultant from and against all consequences of encountering dangers, even to the extent of the Consultant's negligence. This indemnity shall extend to cover all claims by all persons alleging personal injury death or damage to property as a result of exposure to or release of any dangers.

7. Payment

The Client shall pay the Consultant for the Services. Unless otherwise stated in this Agreement, the Consultant shall submit to the Client at the end of each month an invoice detailing the number of hours worked and the total sum due that month to the Consultant; amounts quoted in this Agreement exclude Value Added Tax ("VAT").

8. Payment Procedure

Payment for each amount invoiced becomes due when the Client receives the Consultant's invoice. Not later than the final date for payment, which shall be 14 days after such due date, the Client shall pay to the Consultant the amount invoiced (plus VAT), subject to correction of any error. If the Client disagrees with any part of an invoice he shall pay the other part(s) by such final date and in any event no later than 7 days before the final date for payment he shall give notice of any payment he intends to make together with details of any amount invoiced which he does not intend to pay stating the ground for non payment or where there is more than one ground, each ground and the amount attributable to it. If the Client does not pay any amount due to the Consultant by such final date (subject to any reasonable deduction which the Client was entitled to make) then: the Client shall also pay to the Consultant interest compounded monthly at a rate equivalent to 5% per annum above the official dealing rate of the Bank of England; and if the Client has not given a



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Registered in Scotland No. SC254498. Registered office as postal address. VAT Registration No. 806 4312 55.

notice of non payment, the Consultant may (after giving at least seven days' notice to the Client) suspend performance of the Services until payment is received.

9. Estimates, Forecasts and Opinions of Costs

If the Consultant or its personnel provides any indication of the cost of the Consultant's work, such indication shall not constitute the offer of a fixed fee for the work, except in the case of a written quotation which is specifically expressed to be a fixed fee. If the Consultant or its personnel provides any indication of the cost of future work by the Client or others, such as for construction or remedial work, such indication shall not guarantee that the Client or others will be willing or able to execute the work at such a cost. The Consultant shall use reasonable endeavours to prepare realistic estimates as indications of future costs. The Client acknowledges that the actual cost of such work will be affected by factors that the Consultant cannot control or predict.

10. Liability

If within 12 months following completion of the Services the Client notifies the Consultant in writing that any of the Services have been performed by the Consultant in breach of its obligations hereunder, then the Consultant will provide such services as may be necessary to remedy such breach, the cost of such services being borne by the Consultant up to a maximum of the total fee due.

Save as expressly set out in this Agreement the Consultant shall have no liability for any loss (whether direct or indirect, consequential or otherwise) suffered under or in connection with this Agreement howsoever the same may be caused, including without limitation the fault, breach of contract, tort (including concurrent or sole and exclusive negligence) strict liability, breach of statutory duty or otherwise of the Consultant nor for any loss, damage or expenses associated with terrorism or the presence or removal of asbestos, mold/fungus or any other contaminated or toxic substances from the property/facility or site.

Except for the express warranties set out in this Agreement, the Consultant makes no other warranties or representations of any kind whatsoever, express or implied, including any warranties of merchantability/satisfactory quality or fitness for purpose relating to the services to be provided by the Consultant under this Agreement and any such warranties are expressly excluded.

The Client's sole and exclusive remedies for any and all claims it might have against the Consultant arising out of any act, error or omission of the Consultant are those expressly set forth in this Agreement and the Client waives any other remedies it might have whether at law, or in equity and whether based on contract or in tort. Any and all releases, limitations on liability, restrictions, exclusions and indemnities running in favour of Consultant in this Agreement shall include in the aggregate Consultant's parent and affiliated and subsidiary companies, and its and their officers, directors, shareholders, employees, agents and representatives. Nothing in this Agreement excludes or restricts liability for death or personal injury resulting from negligence.

11. Third Party Rights

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. Documents

Unless otherwise stated in this Agreement, each Party retains the copyright of documents created by it. Provided that the Client has paid all sums due to the Consultant, he shall be entitled to receive a copy of only the final product of the Services. A party's documents shall only be used by the other party for such purpose as is described in (or reasonably to be inferred from) this Agreement. The Client shall maintain the confidentiality of any document and other information received from the Consultant, which appears to be confidential or is so marked.

13. Termination

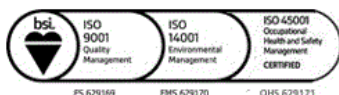
In the event of a material default by either Party hereto the other Party may by serving written notice terminate the Agreement (a) forthwith in the case of an irremediable default; or (b) 14 days after service of notice of a remediable default if the defaulting party has not made reasonable efforts to remedy the default. If circumstances arise for which the Consultant is not responsible and which he considers make it impractical or irresponsible for him to perform all or any part the Services, he shall be entitled to immediately suspend the provision of the Services or terminate his appointment by 14 days notice in respect of all or such part of the Services. In the event that such suspension or termination arises before a payment milestone is reached the Client shall pay the Consultant such percentage of such milestone payment as equates to the percentage of services performed in relation to the whole services covered by such milestone.

14. Force Majeure Neither Party hereto shall be responsible hereunder (save for the payment of monies then due) for any delay, default or non-performance of this Agreement to the extent that such delay, default or non-performance shall be occasioned by Force Majeure. Force Majeure is any event or circumstance beyond the reasonable control of the Party, including, but not limited to, acts of God, labor strikes, lockouts or other labor difficulties, civil commotion, criminal acts of third persons, acts or omissions of sovereign states, fire, unavoidable accidents, seriously adverse weather conditions, war (whether declared or undeclared) or terrorism. The settlement of any strike shall be at the complete discretion of the Party whose employees are on strike.

15. Assignment and Sub-Letting

Neither Party shall assign sub-let or otherwise transfer any obligation or benefit under this Agreement without the prior written consent of the other Party. The Client shall not unreasonably withhold or delay its consent to sub-letting of services by the Consultant.

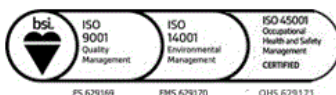
16. Law The laws of Scotland shall govern this Agreement and the courts of Scotland shall have exclusive jurisdiction except that any judgement award or order thereby obtained may be enforced in any jurisdiction.



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