

AGREEMENT - BREATHING AIR PURITY ANALYSIS

Client Name: _____ (thereinafter referred to as "Client")
Address (for Invoice): _____

Phone: _____ Fax: _____ Email: _____

T M Young, R G Young and U G O Young trading as Aquatron Breathing Air Systems of 30 Stanley Street, Glasgow, G41 1JB. (hereinafter referred to as "Aquatron") agrees to provide the Client (details above) with the following Work: air purity testing services to the specification and at the intervals detailed below (hereinafter referred to as the "Work"). Sample containers will be sent by Aquatron to the sampling site, where the Client will draw a sample as per instructions and return the sample container to Aquatron for analysis. Aquatron will notify the Client of the test results by the Client's chosen method, as soon as possible, and a certificate (if test result meets the Standard specified below) will be sent out by post. In the event of a failed test, Aquatron will provide a free consultation suggesting reasons for failure and possible corrective action but any retest will be charged for at the rate set out below.

Aquatron agrees to treat all information and results of analysis in strict confidence and divulge no information to any third party unless specifically authorised by the Client in writing or compelled to do so under statutory obligation.

The sample cylinder and charging adapter will be sent to the Client by Aquatron within one week of the test due date.

The Client is responsible to return the sample cylinder and charging adapter within 2 days of the test due date to Aquatron. Sample cylinders must be returned only in the supplied packaging.

The Client agrees to pay for any loss of or damage to sample cylinders and charging adapter(s) whilst in their possession. Certificate of dispatch must be obtained by Client when returning sample to Aquatron.

The Client will be responsible to complete the attached documentation and return same with the sample. Failure to do so will result in additional charges being made by Aquatron to the Client to cover additional administrative costs.

Test Site and Sampling Details:

Compressor Make & Model: _____ Serial No: _____
Address (If different from above): _____

Person(s) taking sample:

Charging adaptor Type: A Clamp/ DIN200/ DIN300/ Other _____
Spec. of Air Quality: BS4275(200bar)/ BS4275(300bar)/ BS4001/ Other _____
Schedule: Monthly/ Quarterly/ Bi-annual/ Other _____
Day of month for test: _____ Retest Charge: _____
Preferred method of Notification of Results: _____

I agree to the terms and conditions listed overleaf (Signed on behalf of the Client)

Signature _____ Print Name _____
Position _____ Date _____
On behalf of _____

Signed on behalf of Aquatron

Signature _____ Print Name _____
Position _____ Date _____

AGREEMENT - BREATHING AIR PURITY ANALYSIS

LAW	1	Acceptance of this offer constitutes an Agreement made in Scotland and subject to the laws of Scotland between the Client and Aquatron, before mentioned.
PAYMENT	2	The Client shall pay the charges made by Aquatron in respect of the Work within twenty-eight (28) days of the submission of any invoice by Aquatron. Failure to do so will incur interest due to Aquatron by the Client at a rate of 5% p.a. over Bank of Scotland Base Lending Rate until settlement.
INFORMATION	3	Information at the disposal of Aquatron which is necessary for the Client to implement the results of the Work will be described in a written report which shall be sent to the Client. Subject to Clause 7 hereof, the Client shall have the right to use such information for any purpose.
RIGHTS	4	Subject to any pre-existing rights of the Client, Aquatron and the rights of any third party, the parties agree that: a) All Intellectual Property Rights arising from the Work will vest in Aquatron b) Aquatron will be fully entitled to use any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Work and any improvements to Aquatron's product made or developed during the course of the Work.
WARRANTY	5	Aquatron makes no warranty or representation that the use of any information arising from the Work will not infringe the rights of third parties but, if Aquatron staff whilst engaged on the Work become aware of any apparent infringement, Aquatron will inform the Client.
LIABILITY	6	a) Aquatron shall be liable for any loss or damage suffered by the Client only insofar as such loss or damage is attributable to negligent acts or omissions of Aquatron in the performance of the Work. b) Aquatron accepts no responsibility for the use made of any information, materials or equipment arising from the Work either by the Client or by any third party who has obtained any of the said information, materials or equipment directly or indirectly from the Client, except to the extent that Aquatron can be shown to have been negligent in providing such information, materials or equipment. c) Aquatron's total liability to the Client under this clause shall be limited to ten thousand pounds (£ 10,000) Sterling or five times the total payment made to Aquatron under this agreement whichever sum is greater.
PUBLICITY	7	Either party shall have the right to make reference to the Work in press releases or promotional material with the prior consent of each other. This consent shall not be unreasonably withheld.
CONFIDENTIALITY	8	a) Subject to the provisions of clause 3 and 4 hereof, each party shall take all reasonable measures to keep confidential for the period of seven (7) years following the date of acceptance of this offer, all information which is received from the other party under this agreement and which is specified by the disclosing party to be confidential at the time of disclosure, or which may come to one party's knowledge or is disclosed to it as a result of visiting the premises of the other party. b) This obligation shall not apply to information which either at the time of disclosure, or after disclosure, is published or generally available to the public other than through a breach hereof, or information already in the receiving party's possession at the time of receipt and which was not acquired directly or indirectly from the disclosing party or information acquired by the receiving party in good faith from a third party.
CLIENT SAMPLES	9	As soon as practical after acceptance of this offer, the Client shall arrange, free of charge and risk to Aquatron, the delivery to Aquatron of any samples, equipment, materials and/or information required by Aquatron in order to carry out the Work. On completion of the Work, the said samples, equipment and/ or materials shall be treated as detailed in the schedule or, if no provision is made in the schedule, the said samples, equipment and/or materials shall be retained by Aquatron for a period of two (2) weeks following the completion of the Work only if the sample fails to meet the defined criteria, during which time the Client may make arrangements for their collection. All other samples shall be disposed of. Should the Client not make such arrangements, Aquatron shall be entitled to dispose of the said samples, equipment and/or materials.
CLIENT'S ORDERS	10	Unless specifically agreed or otherwise in writing by the Client and Aquatron, the terms contained in any purchase order or any other form of contract document issued by the Client to Aquatron shall not apply in any way whatsoever to the performance of the Work except for the purposes of specifying the Client's contract reference number(s) and the Client's reference invoicing address.
DISCLOSURE	11	The Client may disclose information contained in Aquatron's report only in accordance with the instructions contain therein.
ASSIGNMENT	12	Aquatron will be fully entitled to assign or sub-contract their obligations under this Agreement to an other party.