



DOC. REF:	MOTTEAM Terms & Conditions.doc	
PROJECT:	Work Agreement	
AUTHOR:	S. WILSON	R1-0
DATE:	03/01/06	29/06/2010 12:56:00

MO TEAM LIMITED **TERMS & CONDITIONS**

CONTRACT INTERPRETATIONS

For the context of this contract the following information should be detailed and understood from the outset by MO TEAM LTD and the Client Company hereafter referred to as the "Client";

1. Any headings used in this contract are for convenience only and shall not affect its interpretation,
2. Where the reference to "Client" is made in this document the client is the organisation that is employing MO TEAM LTD to carry out work or other services for them, by means of company Purchase Order.
3. Where the reference to "Contractor" may be made in this document the contractor is MO TEAM LTD and its staff or contractors who are commissioned to carry out work or services for the Client Company,
4. "Product s" or "Services" refers to work conducted or materials used or supplied by either of the consenting parties from the contract.
5. Retention of Title defined as MO TEAM LTD sole ownership (of all goods, services) until paid for in full by Client Company.
6. Any reference made to either gender masculine or feminine should also be regarded as including the opposite gender and is not intended to discriminate.
7. All Machinery and Equipment will be supplied CE compliant as applicable.
8. "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party.

NATURE OF THE AGREEMENT

1. Neither party may assign this Agreement and the rights and obligations there under without the written consent of the other party.
2. Nothing in this agreement will create or be deemed to create a partnership of the relationship of employer and employee between the parties.
3. This contract supersedes any previous agreements between the parties and may not be modified except in writing and agreed by both parties.
4. If any provision of this Contract is held by any court in Northern Ireland to be void or unenforceable in whole or in part this contract shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.
5. This agreement is entered into by the two parties outlined at the beginning of this Contract. If a third party is needed or can be used to fulfil work demands etc this must be agreed in writing by both parties and their work will fall under the terms and conditions of this contract.

GOVERNING LAW

This contract shall be governed by and construed in all respects in accordance with the Laws of Northern Ireland and each party hereby submits to the non-exclusive jurisdiction of the Northern Ireland Courts.

CONFIDENTIALITY & OWNERSHIP OF INTELLECTUAL PROPERTY

MO TEAM LTD and Client company confidential information includes all business or technical information disclosed to either party, directly or indirectly, in writing, orally or which is viewed but does not include information that was already in possession prior to its receipt from the other party concerned. All types of the above information must remain confidential and must not be disclosed to any other party unless both parties involved in the Contract expressly state so in writing. The obligations set out in this condition for confidentiality shall remain in force for five years from completion or termination of the contract.

Treatment of Confidential information and ownership of Intellectual Property may be governed by a Separate Contractor – Client agreement if required.

All designs and copyright will be property of MO TEAM LTD unless specifically commissioned by the Client in the P.O. Existing designs are not available for copyright transfer to a client for any project.

EXPECTED DUTIES

DUTIES OF MO TEAM LTD TO THE CLIENT:

DOC. REF:	MOTeAM Terms & Conditions.doc	
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1. In performing the obligations pursuant to the Contract, MO TEAM LTD shall look after the interests of the Client and at all times act dutifully and in good faith.
2. Agree to make all proper efforts to negotiate and when appropriate conclude the transactions, which they have been instructed to take care of.
3. At all times communicate to the Client all the necessary information available.
4. Comply with all reasonable instructions given to them at any time by the Client Company.
5. Agree to complete all work and services to the specifications and the standards agreed by both parties.
6. At all times act within relevant legislation and promoting safety in all aspects of work.
7. The responsibility to exercise reasonable care and skill in accordance with normal contemporary engineering standards.
8. Where design and supply are offered, the duty of supplying goods and designs, which are of suitable quality and fit for the purpose intended will apply.
9. Client companies shall lend MO TEAM for their use any specialist equipment that MO TEAM may require for the work on client property.
10. MO TEAM are not responsible for 'any consequential damage or loses whatsoever', to do with our design, drawings, documents, products, equipment, etc
11. In relation to specific projects, MO TEAM reserve the right to substitute items specified with ones of equivalent or better specifications that are suitable for the purpose

DUTIES OF CLIENT TO MO TEAM LTD:

1. In all relations with MO TEAM LTD the Client shall at all times act dutifully and in good faith.
2. The client shall provide MO TEAM LTD with all the necessary documentation to carry out the job or the service required by the client.
3. Obtain and provide for MO TEAM LTD all necessary information necessary for the performance of the necessary contract obligations.
4. Inform MO TEAM LTD within a reasonable period of time of any acceptance or refusal of any commercial transaction negotiated or concluded by MO TEAM and of any non-execution by the Client of a commercial transaction which MO TEAM has procured from the Client.
5. All changes to specifications or schedules will be notified in writing or email.
6. Notify MO TEAM LTD within a reasonable period of time if the Client anticipates that the volume of work contracted for may be significantly less than that which may have been expected by MO TEAM in the event of exceptional circumstances.
7. Not to change express instructions or orders unless a reasonable period of notice is given with detail as to why the changes may be necessary.
8. Provide safe and adequate access to site and its facilities and working environment in order for MO TEAM to carry out its work.
9. All specification changes are to be recorded and noted in Design / Project Review meetings.
10. The Issue of a Purchase Order against any quotation binds the parties to these terms and conditions.

REMUNERATION TERMS

1. MO TEAM LTD shall be paid fully according to the amount that is agreed on the Quotation or Purchase Order, which is a firm price for that task.
2. A 1½ % per month interest will be payable to MO TEAM on the full outstanding balance of the project for any agreed delays for any reason.
3. MO TEAM LTD shall be paid in full according to the payment schedule, which may have been verbally agreed or written between MO TEAM and the client.
4. MO TEAM LTD will be paid in £ Sterling unless expressly stated otherwise.
5. MO TEAM LTD will supply invoices to the Client Company at regular agreed intervals detailing efforts expended on the task to keep Client Company aware of work in progress and to ensure Milestone payments.

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6. If payment terms and conditions are not met (except in the case of MO TEAM having agreed in writing to a delay in payment for exceptional circumstances) the failure to meet the payment terms will be decided in the courts of law governed by the jurisdiction of Northern Ireland.
7. Any extra work for the job commissioned by the client and agreed by MO TEAM LTD, will be invoiced separately as an extra cost to the original task description and/or quotation.
8. A letter of Credit may be required for any projects over £100K.
9. 30% of the total value of the job will be payable to MO TEAM LTD upon issue of P.O. by the Client. There will be agreed milestone payments paid to MO TEAM LTD if the value of the Project is over £10,000.
10. MO TEAM LTD's standard terms and conditions are payment 30 Days Net.
11. We reserve the right to submit interim invoices for work completed at the end of a month.

PROJECT SIGNOFF

When MO TEAM has commissioned the machine which runs for 2* 8Hour day shifts, a Work Completion Form is required to be signed by the Client Project Engineer within 3 days.

If a Work Completion Form is not signed a Project Review meeting outlining the reasons for not signing must be held within 2 days of the Work Completion Form request..

At this Project Review the Client and MO TEAM will formalise all outstanding issues in a 'Snag List' with agreed duration and responsibilities.

Once this Snag List is completed, the project will be considered to be complete and payment will be due.

It is illegal for machines to go into service or production, if not CE Marked.

CONTRACT TERMINATION

This contract can be terminated by either party in the event of exceptional circumstances (such as Company Relocation, Imminent Company Closure, Bankruptcy etc) provided not less than three months written notice are given to the other party.

If the Client cancels the contract they must agree to have paid MO TEAM LTD accordingly for all work to date including compensation of all expenses incurred for the early cancellation, details provided by MO TEAM LTD without exception. For all P.O.'s received, minimum of 50%, For 50% of project work complete by MO TEAM, minimum 75% of the value of the P.O. is to be paid, for 75% complete or more 100% of the P.O. is to be paid.

In addition to the above this contract may also be cancelled at any time and by either party in the event of any of the following occurrences:

1. The other party committing any breach of any of the provisions within this agreement and in the case of a remedy, failing to remedy the same within 30 days of a written notice giving full particulars of the breach and requiring it to be remedied. Any waiver by either party of a breach of any provision of this contract shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof;
2. Another company or organisation takes possession or a receiver is appointed over any of the property or assets of that other party;
3. The other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
4. That other party goes into liquidation (except for the purposes of company amalgamation resulting in the acquiring company agreeing to be bound by and assume the obligations imposed on them under the conditions of this contract).
5. The other party ceases to carry on its business.
6. Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party.

MO TEAM LTD shall be entitled to terminate this contract by giving no less than 30 days written notice to the Client if there is at any time a significant material change in the management, ownership or control of the Client and / or in the event of the Client challenging the validity of any intellectual property, including project specifications, designs, schedule, access materials and or facilities of MO TEAM LTD. In this event MO TEAM reserve the right to retention of title of all materials etc until all monies owed to MO TEAM LTD have been fully paid by the client.

CONSEQUENCES OF TERMINATION

1. On termination of this contract for whatever reason, the Client will at the request of MO TEAM LTD promptly return to MO TEAM or dispose of as instructed by MO TEAM all technical books, drawings and instructions, photographs, catalogues, company information, specifications and all other materials, documents and papers sent to the Client relating to MO TEAM (other than correspondence) which the client may have in their possession.
2. In the case of failure to pay invoices rendered for whatever reason, MO TEAM LTD reserve the right to prevent Clients from using, altering or moving any equipment provided by MO TEAM LTD under the claim of Retention of Title clause contained herein.

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- Any outstanding payments and invoices rendered by MO TEAM LTD in respect of work and services already done shall become payable immediately by the Client. Invoices in respect of services partially commenced or begun shall be payable by the Client immediately on receipt of Invoice without exception.

RETENTION OF TITLE

The risk in the goods / services in this order shall pass to the Client upon delivery but the full legal ownership of the goods shall not pass from MO TEAM LTD until the Client shall have paid to MO TEAM LTD all monies due to the Company under the contract relating to the goods / services together with all other sums due under any other contracts between the Client and MO TEAM LTD. If any payment is overdue from the Client to MO TEAM LTD, MO TEAM LTD may (without prejudice to any of their other rights or remedies) recover and re-sell the goods and may enter upon the land or any building upon which the goods are situated (or thought to be situated) for that purpose. The Client has the right to sell for the account any goods the said property in which is vested in the Client and by virtue of this condition with express authorisation by MO TEAM LTD. The Client shall hold in trust for and pay MO TEAM LTD the proceeds of such sales to the extent of any monies owed to MO TEAM LTD. If the Client shall fail to pay MO TEAM LTD on the due date the sums payable hereunder for any reason including, bankruptcy or threats of bankruptcy, liquidation, receivership or due to solicitors etc having given express instructions not to pay MO TEAM LTD, MO TEAM LTD will have the right to reclaim the goods without losing any rights in relation to the rest of the agreement and shall be entitled to levy a reasonable charge for the costs incurred in collecting the goods or for any damages to them.

RETURN OF GOODS

Return of goods by the Client as a substitute for non-payment or for any other reason will not be accepted by MO TEAM LTD unless a designated representative of MO TEAM LTD has first had the opportunity to examine the goods and agree to their return.

MO TEAM are not responsible for failures of components that are covered within the terms of the Original Manufacturers conditions.

RESTRICTIVE COVENANT

After the termination of this contract due to whatever circumstances both parties must maintain the other parties' confidentiality. For a period of not less than 12 months after the completion of the project the Client will not be able to use any of MO TEAM LTD's staff, clients, products and or services as their own for profitability. The Client is also expressly prohibited from using any knowledge or information, which they have gained from working with MO TEAM LTD in order to work with any company who MO TEAM LTD may feel are a competitor of theirs'.

RECRUITMENT TERMS & CONDITIONS

As MO TEAM LTD is a contractor it has in place certain terms and conditions of recruitment of its staff. It is important to note that any instance of MO TEAM LTD staff or employees being approached or applying for jobs or individual work with Client companies according to employee contracts of employment, MO TEAM will be paid a 30% of first years salary / wages as a finders fee in these cases, or 50% of the contracts value of the first year pro-rata.

The fee payable to MO TEAM LTD by the Client for an Introduction resulting in an Engagement is the amount equal to 30% of the Remuneration applicable during the first 12 months of the Engagement or of the annualised equivalent if the Engagement is for less than 12 months. VAT will be charged on the fee.

If the Client subsequently engages or re-engages the Applicant within the period of 12 calendar months from the date of interview, termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause above becomes payable.

EXPENSES

MO TEAM LTD shall pay for all expenses incurred in conducting the work agreed in the Specification unless otherwise agreed with the Client in writing. If the Client wishes any further work or amendments made to the Project Specification and job then MO TEAM LTD will provide another Quotation for this piece of work which will be signed by both parties and invoiced separately but will fall under the terms and conditions laid out in this contract. See current hourly rates and conditions.

FORCE MAJEURE

Neither party shall be held liable for any failure to perform or any delay in performing its obligations if the failure or the delay is due either directly or indirectly to any cause beyond any reasonable control of the involved party which can include but isn't limited to any of the following:

- An act of God, flood, fire, explosion, accident, civil disturbance or major emergency.
- Any major plant or equipment failure which results in a closure of a necessary facility.
- The postponement of any trial or test as a result of adverse weather conditions or any conditions being otherwise unsafe.
- Supplier(s) withholding information and or equipment specific to the project.

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5. In the event of delay arising from any of the above actions or similar actions occurring the affected party will notify the other party within 5 working days and provide full details of the problem thereof. The affected party shall also take all reasonable steps to mitigate the situation. Performance of the contract shall therefore be suspended for such time as is necessary till the delay is complete.
6. Either party involved shall be released from all obligations under the contract if the event of Force Majeure lasts more than 30 days or is such as to render continuation or completion of the contract impossible.

SAFETY

Nothing in the contract or in terms of its performance shall release either party especially MO TEAM LTD from its obligations to meet all statutory requirements for health and safety. This applies to all work carried out by MO TEAM for the client both on client premises and on work for the client off the clients premises if necessary. The Client is also under obligation to ensure health and safety of all its employees and to ensure that MO TEAM LTD are working within the guidelines which the Client company may have in place regarding health and safety.

MO TEAM LTD assure that any equipment used on clients facilities or property is adequate for the task and is in no way considered a safety hazard. If MO TEAM is to use any Client equipment then the Client must ensure that the equipment to be used is safe and of no hazard.

The Client Company has the right at any stage to inspect all such equipment that MO TEAM LTD use and if deemed unsafe reserves the right to refuse this equipment onto their premises. The client shall not be responsible for any of the extra costs or delays, which this type of decision may incur.

MO TEAM LTD reserves the right to refuse to continue with any work which they have in progress if they deem the surroundings or the machinery in question to be of a significant risk to its staff. However MO TEAM LTD will endeavour to accommodate any decision made by the client on how to try to improve the situation.

INSURANCE

Our commercial insurance covers us as an ongoing business concern for all projects and work carried out. Any variations to this must be agreed in writing and signed by both parties.

Equipment risk will be the liability of the customer once on the client site.

WORK DURATION

If a project is expected to have duration of more than 3 months on a client site, the client must provide for MO TEAM LTD at the Client's own cost appropriate accommodation for design, administration and general workspace. Also included must be provisions for external telephone, fax and internet lines, local wash and toilet facilities, work passes for all regular site employees, canteen facilities, electricity, material and goods unloading facilities and waste disposal facilities and mechanisms.

ADVERTISING

Once MO TEAM receives a P.O. from a Client, MO TEAM are permitted to use the name of the Client and details of the project in its advertising campaigns.

TASK CHANGES

Any changes to the Authorised Tasks undertaken by MO TEAM LTD shall be requested of MO TEAM LTD in writing and shall be subject to negotiation and Quotation and will not take effect until agreed and accepted in writing by MO TEAM. Equally if MO TEAM LTD need any changes made to the task or their duties they will supply the request in writing to the Client and will only implement these changes upon receipt of written acceptance.

WARRANTY

MO TEAM standard warranty is One Year for all Parts & Equipment. This is without exception unless agreed with MO TEAM in advance and in writing. The costs of labour for any investigation / repair after the project is signed off will be carried out at MO TEAM standard rates.

CE MARKING / WEEE / RoHS

Many products covered by the CE marking directives are also within the scope of environmental directives concerning waste from electrical and electronic equipment ("WEEE" - Directive 2002/96/EC) and the restriction on the use of certain heavy metals and other toxic substances in electrical apparatus ("RoHS" - Directive 2002/95/EC).

These Directives are not directly concerned with CE marking and our quotation does not include assisting you with compliance with these two directives.

This legislation is still only at draft stage in most EU countries (including the UK) so it is currently impossible to know exactly what will be required to make your equipment comply, or indeed whether the requirements will in fact apply to your apparatus at all.



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Nonetheless, there are currently no plans for an extension of the time limit by which these requirements are required to be in force. These will make the producer responsibility requirements of the WEEE Directive mandatory from 13 August 2005 and the substance restrictions of the RoHS Directive mandatory from 1 July 2006.