

Bioemitters Ltd t/a

Bioemitter Poultry Farming System



Bioemitter Farming System Support Services Agreement (the "Agreement")

This Agreement is made on the date of the _____ of _____ 2014

Between:

Auraengus Kenchington of Bioemitters Ltd (the "Supplier") of the Lodge, Lindsaylands East, Biggar, Scotland ML12 6NR

and

(the "Customer") of _____

The attached terms and conditions (the "Terms") shall be incorporated into this Agreement and together shall form the entire agreement between the parties.

Appointment: The Customer appoints the Supplier as its exclusive provider of the Services (as defined below) on the Terms of this Agreement.

Agreement term (the "Term"): 6 months from installation and commissioning and as extended by mutual agreement on a month to month basis.

The Services, Purpose and Scope of the Agreement: The Customer has invited the Supplier (together the "Parties") to provide support services (the "Services") to its poultry farming operation at _____ Farm (the "Site") and covering up to _____ birds in _____ sheds for the period of the Agreement.

These Services are provided by way of the Bioemitters (the "Equipment"), Vibrational Essences and the Supplier's consulting services to protect the poultry, minimise the threat of parasitic invasion, disease and need for chemical intervention; all with the intention of improving their overall well-being, condition and quality and quantity of their egg production.

The Parties accept that no guarantees can be provided as to the ongoing health and production of the birds but are determined to ensure best endeavours are applied. Both Parties hold a confidence in the benefits of the Services at outset and look forward to ongoing agreements to which no commitment is made or implied by either of the Parties at the date of this Agreement.

Equipment to be supplied will comprise (but not limited to) a set or sets of bioemitters per shed, control boxes and water enhancer(s), all of which shall remain at all times the property of the supplier. The Supplier's Services will provide monitoring support, sampling, analysis and programming for the duration of the Agreement with an intention to make a minimum of 6 visits to

Site per annum. Additional visits to Site that may become necessary can be accommodated at a mutually agreed and fair rate.

A warranty is provided by the Supplier that covers the reliability of the Equipment over the term of the Agreement. This relies on the Parties working together and exchanging information on a timely basis that has an impact on the effectiveness of the Equipment. The warranty also assumes the Equipment is not damaged or disconnected from its power supply by the Customer, affected by storms or accidents that cannot be foreseen by the Supplier. The Supplier reserves the right to charge for spares or complete replacement of the Equipment or part thereof where damage has been caused through no fault of the supplier. The customer may wish to adequately insure the equipment to cover such eventualities.

Price and Payment:

The price for the Services will be £ p.a. (plus VAT).

The Supplier reserves the right to apply a charge of £1,000 per bio-emitter in the event of damage that requires replacement during the term of Agreement.

Payment Plan by instalment:

On signing of Agreement six months rental in advance £
 Monthly payment from end of first six month term. £

The term starts on the first day of the next month after successful installation and commissioning of the equipment on site. Monthly payments are strictly due on the 1st of each month in advance for the month ahead by standing order or other automatic payment.

Acceptance:

The Customer indicates by signing this Agreement that they have read, are aware of, and accept full responsibility for the terms and conditions contained in this Agreement. The Customer expressly acknowledges that the Customer and the Supplier are the only parties to this Agreement and that the person signing this Agreement on behalf of the Customer is duly authorised and empowered to commit the Customer to the obligations contained herein.

For:	Bioemitters Ltd (Supplier)	(Customer)
Sign:		
Name: (print)		
Position:		

FPS Payment to:

The Triodos Bank, Deanery Road, Bristol BS1 5AS

Sort Code :16 58 10 Account Number: 20338074

Terms and Conditions

The following are the standard terms and conditions attaching to acceptance of the Customer's order except where modified by special arrangements confirmed in writing by The Supplier. It shall form the basis of the Agreement between The Supplier and the Customer along with any special conditions.

These terms and conditions apply to all agreements for the provision of Services between the Supplier and the Customer. These terms and conditions shall be read in conjunction with and incorporated into the Agreement. No other terms and conditions shall apply to the provision of the Services by the Supplier. Any qualification and/or amendment to the Agreement and/or any of the other terms on which the Supplier agrees to provide the Services shall be deemed inapplicable unless agreed in writing by a duly authorised representative of the Supplier. The Supplier's employees, sub-contractors and/or agents are not authorised to make any representations and/or warranties concerning the Services unless confirmed by a duly authorised representative of the Supplier in writing. The Customer acknowledges that it has not relied on any representation and/or warranty, which has not been made in accordance with these terms and conditions.

1. Summary

The Supplier provides services to the Customer on the basis of instalment payments being made over the term of the Agreement that reflects the value and timing of the services. At the end of the Agreement term the Customer returns the Equipment to The Supplier in good working condition, and The Supplier will return a deposit or make a rebate towards a follow-on agreement, if applicable.

During the term of the Agreement the Customer agrees to look after the Equipment and if it gets damaged/lost, the Customer will be charged for the damage/loss and any other costs associated with restoring the service (It is recommended the Customer's insurance covers this). In addition, the Customer will be charged for transport in either direction where replacement Equipment is required.

2. Ownership

The Customer agrees and acknowledges that all Equipment is and remains at all times the intellectual and physical property of The Supplier and that any attempt to copy, market, and/or distribute such or to share any information regarding the copying of, marketing of, and/or distribution of such is an infringement of The Supplier's rights and The Supplier has rights to all losses incurred by the act of such with reimbursement of those losses and legal fees to The Supplier being the responsibility of the Customer.

The Customer agrees to return the Equipment to The Supplier on or before the end date of this Agreement or on The Supplier's demand and in the condition as received, ordinary wear and tear excepted, unless another written Agreement is entered into by both the Customer and The Supplier that stipulates otherwise.

It is expressly understood and agreed that this is a service agreement, and that nothing contained in this agreement shall be construed as conveying to the Customer any right, title, or interest in the equipment..

The Customer may not sell, rent, loan out, give away or dispose of the Equipment or any of its parts and may not assign any legal rights over the Equipment to anyone.

3. Length of Agreement

The term of the Agreement is as detailed on the front page of the Agreement. The Agreement may be extended prior to expiry by application in writing to the Supplier on similar terms.

Service commences on the day after the equipment is installed and commissioned at the Customer's site and continues for the Agreement term with due allowance for the return of the equipment to the Supplier.

4. Pricing and Payment

The Customer agrees to pay the Price for the services as laid out in the Agreement.

The Price includes the following charges where applicable:
Survey fee and expenses, Installation expenses, shipping, delivery and collection charges,

The price excludes the following charges where applicable:
Charges for repair or replacement of damaged or lost Equipment and associated transport charges for shipping to the Customer's site.

Term Payment

The initial Term payment is normally payable with the order as detailed in the Agreement. Further instalments become due as per payment schedule as outlined in the Agreement. Monthly service fees are due on the same day as the term start day each month.

The Supplier reserves the right to apply additional charges for late payments of 7.5% per month, compounded monthly, until specified payment(s) and late charge(s) are received. If payment is over 30 days late, the Equipment may be disabled.

Reconnection fees will be applied.

If payment is over 90 days late, the Contract is terminated, the deposit is forfeit, and all Equipment must be returned in good order to The Supplier's nominated office at the Customer's expense. Service fees and interest will continue to be charged until we receive the Equipment at our address. The Customer will continue to be billed for Service fees and mounting late charges until the all the rented Equipment is returned.

All expenses incurred by The Supplier in the collection of amounts due under this Agreement or in regaining possession of Equipment or in enforcing any term or condition of this Agreement, including legal fees, The Supplier's administrative costs, and any other costs or expenses incurred by The Supplier in respect of this Agreement are recoverable from the Customer.

5. Cancellation

Cancellation of order can only be accepted with our consent and on terms which indemnify us against loss.

6. Required Documentation and Samples

Listed below is the typical required documentation to be provided by the Customer at time of order and prior to shipment. Exact requirements may vary and will be specified in writing. It is agreed that the Parties will work in an open manner to ensure that the conditions at the customer's site and of the birds are understood as far as feasible at commencement of the Term and for the duration of the Agreement.

- Delivery Address, Contact and Telephone at this Address
- Exact location of farm and sites, with maps and diagrams
- Information about the flock, e.g. numbers per shed, species being reared, stage of cycle
- Farm disease history (including losses) from previous 5 years (if available)
- Any perceived threats to current crop i.e. disease, stresses
- Feather samples to be collected monthly and sent for analysis at our office to allow for monitoring of the flock for potential health hazards.
- We will also require samples (live or preserved in alcohol) of any parasites from that area, suitably and securely packaged and sent to our nominated address.

7. Delivery

Every endeavour will be made to adhere to delivery dates when quoted. This assumes there are no delays from the signing of the Agreement and commencement of manufacture. In no circumstances shall The Supplier be liable for delay in delivery or any consequence arising from such a delay.

Should the Customer fail to return the equipment, The Supplier maintains the right to enter upon the premises where the equipment may be, without notice, and take possession of and remove it at the Customer's expense, all without legal process, the Customer hereby waiving any claims for damages from any such entry, taking, or removal.

8. Terminating the agreement

The Supplier reserves the right to terminate this Agreement immediately if:

The Customer goes into administration, enters into an arrangement with its creditors to the disadvantage of the Supplier, becomes bankrupt or insolvent, or fails to meet the Terms of this agreement.

If the Supplier ends the Agreement this will not affect the Supplier's right to receive any monies which are owed by the Customer under the conditions of this Agreement. The Supplier reserves the right to claim reasonable costs from the Customer if there is a failure to meet any of the conditions of this agreement including that for the repossession of the Equipment.

The Supplier may terminate this agreement at any time for reasons of misuse or neglect of the equipment.

9. Terms of Use and Termination of Right to Use

The Customer will in the use of the Equipment observe all the Supplier's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the said equipment through failure to observe such instructions or regulations or failure to use the same in a proper manner.

The Equipment may be used solely for the purpose for which it has been designed. Use of the Equipment for any other purpose will be regarded as a breach of these terms and the contract will be terminated forthwith and payment for the full term of the contract will be required. All Equipment must be returned to the Supplier at our nominated address.

The Customer or Customer's staff may not use the Equipment for any illegal purpose or move the Equipment from the site that the Equipment has been specified for use unless the Supplier has given written permission

10. Care of the Equipment

The Customer agrees to take proper care of the Equipment and to return all Equipment in good working condition at end of the Agreement period. The Customer shall not perform any modifications, alterations, or changes to the Equipment without prior written consent of the Supplier. Any unauthorized modifications will be removed and equipment will be corrected to original status, at Customer expense.

If the Customer identifies that the Equipment is malfunctioning or has been damaged, they are required to inform the Supplier within 24 hours of noticing any problem. If a Bioemitter is damaged or destroyed, there will be an additional charge to repair or replace the Bioemitter. The Customer is liable to pay for the full cost of repairing or replacing Equipment that has been damaged or lost whilst on-site with the Customer or in transit with their appointed courier (including any related costs such as attending on-site, transport, etc). This may result in the loss of any Deposit.

We recommend that the Customer ensures that they arrange adequate insurance cover (at their own expense) for damage, theft, accidental loss or any other mishap that could befall the Equipment.

The Equipment should be subject to a daily visual check for any obvious signs of damage or malfunction. Other additional checks that are stipulated from time to time at the request of the Supplier must also be performed and recorded as per the Supplier's instructions.

The Customer is responsible for any damage to the Equipment that is not considered normal wear and tear.

The Customer may not let anyone work on the Equipment without the written permission of the Supplier. If work occurs without permission, or if the Equipment is tampered with or dismantled in any way without the Supplier's permission, all expenses to repair any damage which may have been caused will be charged to the Customer and may be grounds for immediate cancellation of any and all contracts with the Customer without refund of deposit or Service fee monies already paid to the Supplier. Upon cancellation of any contract by the Supplier or the Customer, the Customer must immediately return any and all Equipment to the Supplier.

The Customer agrees with the Owners for the duration of the Agreement

- To keep the Equipment in the Customer's own possession and on their own premises and not allow the equipment to be transferred to countries where this is prohibited by Scottish law.
- Not to subject the said Equipment to any misuse or unfair wear and tear and to use the same in a proper manner.
- To preserve the Supplier's identification numbers or any nameplate that should be upon the said Equipment.
- To keep the said Equipment in good condition and to make good to the Supplier any loss of or damage to the said equipment however caused whilst the said Equipment is in the Customer's possession.
- To notify the Supplier in writing immediately upon loss or damage of the said Equipment or accessories and upon demand by the Supplier to pay within 30 days the full cost of repair or replacement. Where equipment is lost, the Service fees will continue until the full cost of replacement is received by the Supplier. Where equipment is damaged, the Service fees will continue until the damaged equipment is delivered to our premises.
- To be responsible for and to indemnify the Supplier against any loss, damage, injury or death to persons or property for whatsoever reasons.
- To comply with all Government statutes in the use of the equipment.

The Customer agrees not to assign or transfer the benefit of this agreement in whole or in part or to part possession of the said equipment or part of it during the Term or to make any alterations, modifications or technical adjustments or attempt any repairs to the said equipment without the written consent of the Owners.

11. Power of Attorney

The Customer hereby grants and appoints to the Supplier a Limited Power of Attorney to present insurance claims of any type to the Customer's insurance carrier if:

- Equipment is damaged, lost or stolen during the Term and if the Customer fails to pay for any damages; or
- Any liability claims against the Supplier in connection with this Agreement that the Customer fails to defend: the Customer hereby indemnifies and holds the Supplier harmless from any and all such claims.
- To endorse the Customer's name to entitle the Supplier to receive insurance claims for such claims, damages, liabilities or charges

12. Data Protection and Release of Information to Third Parties

The Customer agrees that the Supplier may use any information expressly provided by the Customer for the purposes of marketing, reference, to carry out market research, and for any other legal use. We will not sell or share Customer information to any organisation unless required to do so by law.

The Customer expressly grants the right of the Supplier to use details and results on the Supplier's websites and in publications.

13. Indemnity

The Customer warrants and agrees to hold the Supplier harmless for any damage to property or personnel from use or misuse of the Equipment and to comply with all laws, regulations, and ordinances, present and future, relating to the operation and use of the Equipment.

The Supplier is not responsible for delays in shipment including but not limited to customs delays, strikes, lockouts, etc., and will continue to charge Service fees during any such delays. The Customer shall keep all Equipment free and clear of any levies, liens or encumbrances.

14. Severability

If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

15. Governing law

This agreement is governed by the laws of Scotland. Any dispute may be settled in the Scottish courts.