



General Conditions of Service

- A. Operational Excellence Transfer staff is under a professional obligation not to disclose to a third party any information about the client. Similarly, reports, training notes and other materials provided by Operational Excellence Transfer are for the use of the client alone and may not be disclosed to anyone without the prior written consent of Operational Excellence Transfer.
- B. Operational Excellence Transfer undertakes not to employ or engage any of the client's staff associated with the assignment until at least twelve months after the end of the assignment. Similarly the client undertakes not to employ or engage the services of any Operational Excellence Transfer employee or associate during the assignment or for twelve months after the end of the assignment.
- C. All forecasts and recommendations are made by Operational Excellence Transfer in good faith and on the basis of information available at the time. However, their achievement depends to some extent on factors outside Operational Excellence Transfer's control, so no statement is to be deemed to be in any circumstances a representation undertaking warranty or contractual term, and no claim will lie against Operational Excellence Transfer if such statement proves inaccurate.
- D. When an employee of Operational Excellence Transfer is required to act in an executive capacity on behalf of the client, Operational Excellence Transfer cannot accept responsibility for his omissions or acts. The client shall therefore indemnify Operational Excellence Transfer against all costs, claims, damages and expenses for which Operational Excellence Transfer may become liable by reason of acts or omissions of the employee during this period.
- E. When Operational Excellence Transfer staff work on the client's premises, the client will provide office accommodation, telephone and minor secretarial services without charge.
- F. Intellectual property rights in all training materials provided by Operational Excellence Transfer in terms of this contract, are vested in The Aladon Network LLC, 908 Rabbit Run, Wilmington North Carolina 28409, United States Of America.
- G. All training course notes and any other literature or printed materials supplied during the assignment are supplied solely for the use of full-time employees of the client in the course of their normal duties. The client undertakes that they will not be used to conduct further training of any kind, nor will they be made available to any contractors, consultants or consulting organisations that may be employed or have been employed by the client.
- H. All surveys, forecasts and recommendations in any proposal, report or other document are made in good faith and on the basis of information before us at the time. No statement in any proposal, report or other document is to be deemed to be a representation warranty undertaking or contractual condition. In no circumstances shall Operational Excellence Transfer be liable for lost profits or consequential damages of any kind and in all other circumstances the liability of Operational Excellence Transfer shall be restricted to the value of this contract.

Operational Excellence Transfer

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