

Pioneering CFD Software for Education & Industry

Terms and Conditions for Consultancy Services

10th October 2016

- 1. The contents of consultancy proposals issued by CHAM are confidential between CHAM and the addressee (Client), and may not be disclosed to third parties for any purpose without the written permission of CHAM.
- 2. Whilst CHAM endeavours at all times to employ the best-available scientific techniques, the execution of all consultancy contracts are undertaken on a "best-efforts" basis. CHAM uses best practices in the creation and application of the CFD models it employs, based upon data supplied and reasonable assumptions agreed with the client. Whilst the results generated are reasonable in both qualitative and quantitative terms, they cannot be relied upon in their entirety in isolation from physical testing practices, which may highlight variance in or omission of boundary and other operational conditions from those specified within the CFD model.
- 3. Limitation of liability: The total liability of CHAM associated with consultancy work, whether consequential or otherwise, will be limited to the total amount received by CHAM during the course of the contract, or a twelve calendar-month period, whichever is the less.
- 4. It is the responsibility of the Client to ensure that all information provided to CHAM is accurate and is supplied before the starting date of the project. CHAM will do all in its power to accommodate late alterations but reserves the right to pass on to the Client any costs incurred due to such changes or to any delay in the supply of data.
- 5. CHAM reserves the right to charge the Client additionally for any work items performed at the Client's request which involve significant deviations from or extensions to the project work scope.
- 6. CHAM undertakes to preserve complete confidentiality in respect of information obtained during the Contract concerning the Client's business and plans.
- 7. The Client shall undertake not to publish or disclose to third parties the results provided by CHAM without making due acknowledgement of CHAM as the originator of the results.

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