

Terms & Conditions

1. These General Terms and Conditions contained herein shall govern the relationship between HF Alkylation Consultants (“HFAC”) and Customer. Customer is defined as any person or entity that contacts HFAC to perform consulting services. If HFAC and Customer enter into any other agreement, the terms and conditions contained herein shall be controlling should there be any conflicting provisions between the agreements.
2. Consultant’s Work: Which includes but is not limited to any reports, enclosures, opinions, representations, and/or statements has been prepared for the exclusive use and benefit of the Customer and solely for the purpose for which it is provided. The findings, statements, and/or recommendations of Consultant were developed based on an agreed- upon scope of work and may rely upon representations, data, and/or assumptions provided to Consultant by Customer or by other parties of such work. Consultant’s work cannot guarantee against the risk that information provided to the Consultant was incomplete or inaccurate, except to the extent of professional due care reasonably expected from Consultant. Consultant shall not be liable for any use or non-use of such work/recommendations. Consultant, Customer, and any other recipients of work mutually recognize the Consultant is not responsible for the design, construction or operation of facilities.
3. Customer’s acceptance of this proposal and its terms and conditions may be made either by written notice, email transmission, fax, or some other similar facsimile.
4. Price includes HFAC consultants’ travel and living expenses. All prices are quoted and to be paid in **USD**.
5. All HFAC materials, manuals, binders, trade secrets, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, industrial design and trade name (“Intellectual Property”) that is developed or produced under this Agreement will be the sole property of HFAC. The Customer may not use the Intellectual Property for any purpose other than what has been contemplated under this Agreement except with the written consent of HFAC. The Customer will be responsible for any unauthorized use of the Intellectual Property. Any and all materials and documents relating to this engagement shall be exclusively in English.
6. The prices referenced above shall remain valid and in effect for a period of no longer than sixty (60) days from the date referenced above.
7. Customer agrees to indemnify, defend and hold harmless HFAC, its parent companies, affiliates, and each of their respective employees, officers, directors, contractors, assigns and agents for any cost, expense, fee, fine, damage, or other liability, including without limitation attorneys’ fees and costs arising out of any actions, suits, claims, arbitrations, investigations, proceedings, demands and/or incidents (“Claims”) in connection with or arising out of or are alleged to arise out of or in connection with the services provided hereunder.
8. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the with the invalid or unenforceable parts severed from the remainder of this Agreement.
9. Once scheduled, HFAC reserves the right to bill for incremental fees for travel (e.g. hotel, airfare, rental vehicle, etc.) incurred due to cancellation or postponement. Additionally, HFAC reserves the right to bill according to the below:

If work is cancelled or postponed within X days of scheduled work:	Consultant reserves right to bill up to the following percentages of billable labor agreed-upon in Service Order:
90 days	10%
45 days	20%
14 days	30%

Custom Operator Training Additional Terms & Conditions

1. Each eight (8) hour working day will consist of six and a half (6.5) instructional hours.
2. HFAC will supply one (1) high quality binder of the training slides.
3. If maximum headcount referenced in the proposal are exceeded an additional fee of \$700.00 for each additional participant will be added to the original contract price.
4. HFAC training materials, manuals, binders, etc. are for the Customer’s use only. Any reproduction or promulgation of said training materials is expressly prohibited. Further, HFAC shall not be liable whatsoever for any third party use or implementation of its training materials, practices, or policies. Any and all materials and documents relating to this engagement shall be exclusively in English.
5. Customer is responsible for providing the necessary training facility, audio/visual equipment (LCD projector, overhead projector, flip charts, whiteboard/blackboard, etc.) and refreshments for all classes.
6. Except for the purposes of stating facts, HFAC shall refrain from referring to and from using Customer’s company names, trademarks and logos without Customer’s express permission.
7. All course instruction and course materials are provided in English. Simultaneous and written translation can be provided for an additional fee.

