



CONDITIONS OF SALE

1. DEFINITIONS

In these conditions the following words have the following meanings:

“Business Day” means a day other than a Saturday, Sunday or bank or public holiday;

“Contract” means any contract between Us and You incorporating these conditions for the sale of Products/Services which is formed on our acceptance of Your Order;

“Controller” shall have the meaning given to it in applicable Data Protection Laws from time to time;

“Data Protection Laws” means, as binding on You and Us or the Services the GDPR, the Data Protection Act 2017, any laws which implement any such laws and any laws that replace, extend, re enact, consolidate or amend any of the foregoing;

“Data Sheet” means the document We supply to You accompanying the Products containing a description of the Products and information on their proper and optimum use;

“Data Subject” shall have the meaning given to it in applicable Data Protection Laws from time to time;

“GDPR” means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2017 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Order” means the order for the Products and/or Services from Us placed by You in substantially the same form as set out in Our quotation;

“Personal Data” shall have the meaning given to it in applicable Data Protection Laws from time to time; “Products” means any products ordered from Us by You and/or any products/materials to be utilised in the performance of the Services;

“Protected Data” means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier’s obligations under the Contract;

“Services” means services and/or work to be performed by Us for You detailed in the Order;

“Specification” means the description provided for the Products and/or Services set out or referred to in the Contract;

“The Customer” means the person or organisation to whom We supply the Products/Services;

“We, Us, Our” means MB3 Group Limited



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2. BASIS OF CONTRACT

2.1 These conditions shall govern the agreement between the Customer and Us to the exclusion of any other conditions and all Orders placed by The Customer leading to a contract will be subject to these conditions.

2.2 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.

2.3 No variation to these conditions shall be binding on Us unless contained in Our quotation and agreed in writing by a director on behalf of the Company.

2.4 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products/Services unless confirmed in advance by Us in writing.

2.5 No oral warranties or representations shall bind Us.

2.6 A reference to writing or written includes emails.

2.7 The Customer acknowledge that the Customer do not rely on any representation and/or warranty which has not been made in accordance with these conditions.

3. ORDERS AND CONTRACT

3.1 Quotations (unless stated otherwise) shall be available for acceptance for the period of time as stipulated on the quotation. Quotations may be withdrawn by Us at any time until we have formed a Contract with the Customer.

3.2 We shall have the right to refuse to accept any Orders placed for Products/Services.

3.3 The Customer shall be responsible for the accuracy of The Customers Orders and for giving Us any information necessary for Us to perform the Contract.

3.4 The Contract between The Customer and Us shall come into effect on Our acceptance of The Customers Order.

3.5 No Order for Products/Services shall be deemed accepted by Us until confirmed in writing by Our authorised representative.

3.6 If the Customer cancel the Contract for any reason, the Contract shall terminate, and The Customer shall have no further recourse against Us under the Contract.

3.7 These Conditions apply to the Contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these conditions to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

3.8 The Order constitutes an offer by the Customer to purchase the Goods (in accordance with these Conditions).

3.9 The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

3.10 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

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4. SAMPLES or MOCK-UPS

4.1 The production of any samples or test work for The Customer shall, unless otherwise agreed in writing, be carried out at The Customers cost.

4.2 If The Customer approve any sample produced or test work performed by Us then The Customer shall have no claim in respect of, nor any right to reject, any Products/Services provided that the Products/Services in question are of the same description, specification, quality and fitness for purpose as the sample and/or test work that was provided to The Customer.

4.3 Due to the nature of the Products that We supply, their performance is subject to technical tolerances. Performance warranties are given by manufacturers in accordance with manufacturing guidelines and information provided on the Data Sheet. We cannot guarantee that the performance of the Product will be identical to that of any sample and/or test work provided to The Customer.

5. EQUIPMENT DELIVERY

5.1 Dates for delivery/performance are estimates only and are not guaranteed and time is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (see clause 17.3) or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. They are also subject to any matter beyond Our control as specified at clause 16.4.

5.2 If We specify a date for delivery, We will use Our reasonable endeavours to ensure delivery/performance on the date(s) specified.

5.3 Where Products are to be delivered in instalments, each delivery shall constitute a separate and distinct Contract and Our failure to deliver, or any claim by The Customer in respect of, any instalment shall not entitle The Customer to repudiate and/or terminate the Contract as a whole.

5.4 Where Services are to be performed in stages, each separate stage shall constitute a separate and distinct Contract and Our failure to deliver or any claim by The Customer in respect of any stage shall not entitle The Customer to repudiate and/or terminate the Contract as a whole.

5.5 The Customer shall have no right to reject Products/Services unless they are faulty (to be determined by Us) and The Customer shall have no right to rescind for late delivery/performance unless the estimated date for delivery/performance has passed and The Customer have served a written notice on Us requiring the Contract to be performed and giving Us not less than 170 days in which to do so and the notice has not been complied with. 5.6 We shall not be required to fulfil orders in the sequence in which they are placed.

5.7 The Customer shall be responsible at The Customers own cost for all arrangements to unload the Products when delivered to The Customer. Delivery will normally be made between 9.00am and 5.00pm on Business Days.

5.8 The Customer shall procure during normal working hours (9:00am – 5:00pm Monday to Friday) that We have free right of access to the address for delivery.

5.9 If The Customer refuse to take delivery of any Products/allow performance of the Services then We shall be entitled to withhold delivery/performance of any other Products/Services, treat the Contract as repudiated by The Customer, to charge The Customer for any costs or expenses



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reasonably incurred under the Contract (including any necessary storage costs for the Products that have been refused by The Customer) and have the right to rescind the Contract.

5.10 If it is agreed that the Products are to be collected from Our premises then The Customer shall collect them within 3 Business Days of being notified that they are ready for collection. If they are not collected within the specified period, We may dispatch them to The Customer at The Customers expense and risk and/or store them at The Customers expense and risk until dispatch and/or collection and/or terminate the Contract and charging The Customer any costs and expenses reasonably incurred by Us under the Contract.

5.11. The Company shall not be liable for any delay in delivery of the Goods for The Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.12 If the Customer shall become bankrupt or enter into an arrangement or composition with his creditors generally or die or, being a company, shall go into liquidation whether voluntary or compulsory save for the purpose of amalgamation or reconstruction without insolvency or shall have an administrative receiver appointed, or the Company reasonably believes that the Customer is about to become subject to any of the above and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

6. SITE FOR SERVICES

6.1 The Customer will allow and/or procure sufficient access to Our employees, sub-contractors and/or agents to carry out the Services.

6.2 The Customer will allow and/or procure sufficient unloading space, facilities, equipment, and access to power supplies for the Services to be carried out.

6.3 The Customer will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

7. PRICE AND PAYMENT

7.1 The price of the Products/Services shall be as at the date of delivery/ performance.

7.2 Except as otherwise stated, prices are ex-works, and The Customer shall be liable to pay additional charges (if any) for transport, packaging and insurance.

7.3 We may increase Our prices at any time for any reason by giving The Customer not less than 15 Business Days' notice in writing.

7.4 We may increase Our prices with immediate effect by written notice to The Customer where there is an increase in the direct cost to Us of supplying the Products/Services to The Customer due to any factor beyond Our control, including costs, fluctuations in exchange rates, expenses and/or materials.



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7.5 Our prices exclude VAT, taxes, duties and/or other charges for which The Customer shall additionally be liable.

7.6 Our terms of payment are net cash or cleared funds within 30 days from the date of invoice (unless otherwise agreed by Us, at our sole and absolute discretion, in writing). Time for payment shall be of the essence.

7.7 If The Customer fail to make any payment in full by the due date We may charge any reasonable additional administration costs and/or interest (before and after judgment) on the amount unpaid at the rate of 8% above the base rate from time to time of the Bank of England or the then prevailing rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), whichever is the higher. Such interest shall be compounded with monthly rests.

7.8 Any monies received by Us may be applied by Us at Our option against any additional administrative costs and/or interest charged prior to application against any principal sums due from The Customer.

7.9 We shall be entitled to invoice each delivery of Products/Services separately.

7.10 The Customer shall pay all sums due to Us under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

7.11 Payment shall not be deemed to be made until We have received cleared funds for the full amount outstanding.

7.12 We shall be entitled to render an invoice to The Customer at any time after the Products have been ordered or any stage during performance of the Services.

7.13 If payment of each invoice in full is not made to Us when due We may withhold or suspend future or current deliveries of the Products/Services and delivery/performance under any other agreement with The Customer.

7.14 If any Services are cancelled, the Contract terminated or delivery/performance is suspended before completion of the Services We shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. We may invoice The Customer accordingly and such monies shall be immediately due for payment.

7.15 If Products are to be delivered in instalments, if the Contract is terminated or delivery/performance is suspended We shall be entitled to be paid on a quantum meruit basis for the Products delivered. We may invoice The Customer accordingly and such monies shall be immediately due for payment.

7.16 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

7.17 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any factor that is beyond the Company's control; any request by the Customer to change the delivery date, quantities or types of Goods ordered or the specification; or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instruction.



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8. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

8.1 The Customer shall not make any modification to the Products or their packaging, nor alter, remove, or tamper with any trademarks used on or in relation to the Products.

8.2 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same) in the Products shall not be assigned to The Customer in any respect.

8.3 We grant to The Customer a non-exclusive royalty-free perpetual licence to use all intellectual property rights owned by Us which arise solely in connection with the Products/Services provided by Us.

8.4 We shall be free to utilise for the benefit of Our other the Customers any skill/know-how developed or acquired in the performance of the Services.

8.5 It is agreed between Us and The Customer that all confidential business information regarding the other party shall remain confidential and shall not be disclosed or used outside of the fulfilment of the Contract. Such confidential information may be disclosed where such information is public knowledge, or it is required to be disclosed by law.

9. PROPERTY AND RISK

9.1 Risk in the Products shall pass to The Customer at the time of delivery. Delivery shall be deemed to occur:

9.1.1 when the Products leave Our premises if collected by The Customer;

9.1.2 at the time when the Products arrive at the place of delivery if We deliver them by Our own transport or arrange transport in accordance with a specific contractual obligation; or

9.1.3 3 Business Days after The Customer have been notified that the Products are available for collection if The Customer have info

9.2 Risk of damage to or loss of the Products shall pass to The Customer when they have been dispatched by Us.

9.3 Risk of damage to or loss of the Products utilised in the Services shall pass to The Customer upon delivery to the site where they are to be utilised.

9.4 We shall retain title and ownership of the Products until We have received payment in full in cash or cleared funds of all sums due and/or owing for all Products/Services supplied to The Customer under the Contract and any other agreement between us.

9.5 Until payment in full of the price for all Products supplied to The Customer is made to Us the Products shall be stored separately from any goods belonging to The Customer or any third party and must be clearly marked and identified as being Our property. The Customer agree that Our employees and/or agents shall be entitled to enter The Customers premises at any time to check compliance with this clause and if it is not being complied with, We have a right to remove the Products from The Customers premises.



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9.6 Until title in the Products has passed to The Customer, The Customer shall keep them insured for the price at which they were sold to The Customer against all normal risks and shall procure that Our interest is noted on such policy of insurance. The Customer shall hold any proceeds of such policy of insurance on trust for Us upon receipt. Any monies We receive from The Customer in accordance with this clause shall not discharge The Customers Liability to pay for the Products/Services plus interest accrued in accordance with clause 7 but shall be set off against any such liability.

10. POSTPONEMENT / CANCELLATION

10.1 We may agree to reasonable requests to postpone delivery of the Products/performance of the Services up to a maximum total period of 60 days but shall be under no obligation to do so.

10.2 Where delivery of the Products/performance of the Services is postponed at The Customers request The Customer shall pay all Our costs and expenses incurred as a result including storage,

10.3 Subject to clause 10.6, The Customer may cancel performance of the Services at any time up to 21 days before the due date for performance (unless otherwise agreed by Us in writing) on condition that We shall have no Liability to The Customer in relation to any such cancellation.

10.4 Once the Customer and We have agreed a date for performance of the Services, if The Customer wish to postpone that date within 2 Business Days of the agreed date, We will charge The Customer £975 per day that the performance of the Services is delayed by The Customer request to postpone as an aborted site services charge.

10.5 The Customer may not cancel delivery of the Products that are manufactured or obtained by Us solely for The Customer, unless We agree in writing, at our sole and absolute discretion, a period within which The Customer may cancel delivery of the Products. Any cancellation period agreed will be subject to clause 10.6.

10.6 The Customer shall indemnify Us on a full indemnity basis for all and any unrecoverable costs and/or expenses incurred by Us in relation to the performance of the Contract. transportation and insurance. The Customer shall be obliged to pay for the Products/Services as if delivery/performance had not been postponed.

11. DEFAULT/TERMINATION

11.1 We may terminate the Contract or any other contract which We have with The Customer at any time by giving notice in writing to The Customer if:

11.1.1 The Customer commit a material breach of the Contract, and such breach is not remediable;

11.1.2 The Customer commit a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

11.1.3 The Customer have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after We have given notification that the payment is overdue: or 11.1.4 any consent, licence or authorisation held by The Customer is revoked or modified such that The Customer are no longer able to comply with The Customers obligations under the Contract or receive any benefit to which The Customer are entitled.



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11.2 We may terminate the Contract at any time by giving notice in writing to The Customer, or undertake any of the actions set out in clause 11.3 if The Customer:

11.2.1 stop carrying on all or a significant part of The Customers business, or indicate in any way that The Customer intend to do so;

11.2.2 are unable to pay The Customers debts either within the meaning of section 123 of the Insolvency Act 1986 or if We reasonably believe that to be the case;

11.2.3 become the subject of a company voluntary arrangement under the Insolvency Act 1986;

11.2.4 become subject to a moratorium under Part A1 of the Insolvency Act 1986;

11.2.5 become subject to a restructuring plan under Part 26A of the Companies Act 2006;

11.2.6 become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

11.2.7 have a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

11.2.8 have a resolution passed for The Customers winding up;

11.2.9 have a petition presented to any court for The Customers winding up or an application is made for an administration order, or any winding-up or administration order is made against The Customer;

11.2.10 suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of The Customers business;

11.2.11 are subject to any procedure for the taking control of The Customers goods that is not withdrawn or discharged within seven days of that procedure being commenced;

11.2.12 have a freezing order made against The Customer; or

11.2.13 are subject to any recovery or attempted recovery of items supplied to The Customer by a supplier retaining title to those items.

11.3 If any of the events set out in clause 11.2 above occurs in relation to The Customer then: 11.3.1 we may enter, without prior notice, any of The Customers premises (or third parties' with their consent) where Our Products may be and repossess and dispose of or sell any of Our Products found whether or not incorporated into other goods so as to discharge any sums due to Us under this Contract or any other agreement with The Customer;

11.3.2 we may require The Customer not to re-sell, incorporate any of the Products into other goods or part with the possession of any of our Products until The Customer have paid in full all sums due to Us under this Contract or any other agreement with The Customer;

11.3.3 we may withhold delivery of any undelivered Products and stop any Products in transit;

11.3.4 we may withhold the performance of any Services and cease any Services in progress;

11.3.5 we may cancel, terminate and/or suspend any Contract without Liability; and/or 11.3.6 all monies owed by The Customer to Us shall forthwith become immediately due and payable.



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11.3 We may terminate the Contract any time by giving not less than four weeks' notice in writing to The Customer if The Customer undergo a change of Control.

11.4 If The Customer become aware that any event has occurred, or circumstances exist, which may entitle Us to terminate the Contract under this clause 11, The Customer shall immediately notify Us in writing.

11.5 We shall have a lien over all property or goods belonging to The Customer which may be in Our possession in respect of all sums due from The Customer to Us.

11.6 Upon the termination of the Contract for any reason if any monies due to Us from The Customer have not been paid within 7 days of such termination We may sell any property or goods over which We have a lien in accordance with clause 11.5 above (and The Customer agree that We may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by The Customer to Us, thirdly in payment of any principal sums owed to Us and fourthly We shall account to The Customer for the remainder (if any).

11.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

12.SPECIFICATION

12.1 Any specification supplied by Us shall be deemed approved and suitable for construction unless any queries/issues are received in writing within 14 days of issue.

12.2 The quantity, quality, description and/or specification for the Products/Services shall be that set out in Our quotation and accompanying Data Sheet (if applicable) unless otherwise agreed in writing by The Customer and Us.

12.3 The Customer are responsible for checking the quotation and satisfying The Customerself that any specification given in a Data Sheet is accurate and adequate for The Customers needs.

12.4 The Customer warrant that The Customer have disclosed in writing all matters which may affect the fitness for purpose of the Products.

12.5 The Customer are solely responsible for the accuracy of the specification and details that The Customer provide to Us. We shall have no Liability for any errors made by The Customer.

12.6 Subject to clause 35, if We make a material error in applying the specification, The Customer may cancel that part of the Contract only which is affected by the material error without Liability.

12.7 Details in brochures, price lists and/or manufacturers' Data Sheets are a guide only and only give a general approximation of the Products/Services.

12.8 The Customer confirm and agree that The Customer have not relied upon the details and information contained in Our brochure.

12.9 We reserve the right to change the specification of the Products/Services as required from time to time by law, safety requirements or manufacturing requirements.



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12.10 If We change the specification of the Products/Services and this has a material adverse effect then The Customer shall have the right to cancel the Contract without Liability.

13. NOTICES

13.1 Any notice given by You or Us under the Contract shall:

13.1.1 be in writing and in English;

13.1.2 be signed by, or on behalf of, You if You are serving the notice or Us if We are serving the notice giving it; and

13.1.3 be sent to You by Us if We are serving notice or to Us by You if You are serving the notice at the address set out in the Contract.

13.2 Notices may be given, and are deemed received:

13.2.1 by hand: on receipt of a signature at the time of delivery;

13.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

13.2.3 by Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting;

13.3 Any change to the contact details of You or Us as set out in the Contract shall be notified to the other party in accordance with clause 13.1 and shall be effective:

13.3.1 on the date specified in the notice as being the date of such change; or

13.3.2 if no date is so specified, two Business Days after the notice is deemed to be received.

13.4 All references to time are to the local time at the place of deemed receipt.

13.5 This clause does not apply to notices given in legal proceedings or arbitration.

14. GUARENTEE

14.1 If Products supplied by Us are accompanied by a guarantee We will notify The Customer that this is the case and confirm the date from which the guarantee begins (which will be the date of delivery by Us or collection by The Customer, as applicable) and the date on which it will expire.

14.2 The Company warrants that on delivery, and for a period of 12 months from the date of delivery ("warranty period"), the Goods shall conform in all material respects with their description and any applicable specification and shall be free from material defects in design, material, and workmanship.

14.3 Subject to clauses 14.4 and 14.6, if any Products/Services prove to be defective and are covered by the guarantee in clause 4.1 above then We shall at Our sole option either repair or replace such Products or refund the price of them. Provided We comply with this clause, the repair, replacement or refund shall be The Customers sole remedy in respect of claims under the guarantee under clause 14.1 above.

14.4 The Customer shall reimburse all reasonable expenses properly and necessarily incurred by Us in the repair or replacement of defective Products or re-performance of defective Services, whether



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or not covered by a guarantee, if such defects have occurred as a result of any of the events specified in clause 15.4.

14.5 Subject to clauses 14.4 and 14.6, we agree to repair, replace or re-perform defective Products covered by the guarantee in clause 14.1 above within a reasonable time of being notified of the defect by The Customer.

14.6 Any guarantee given in clause 14.1 above will be void if The Customer have not paid in full for the relevant Products/Services on the due date for payment.

15. Warranty repairs or replacements

15.1 Any potential warranty issues or claim must be reported to Us in line with our 12-month warranty terms doc 07.4.8.

15.2 We will at Our option either refund the price, repair, replace free of charge or re-perform any Products that have a manufacturers' defect, where the defect is apparent on inspection, or that have been damaged.

15.3 We will not accept any Liability in respect of any failure or damage of MB3 equipment that has not been maintained in line with the issued manufacturers or O&M information or subjected to accidental or malicious damage.

15.4 Any defective Products must be returned to Us for inspection if requested by Us at The Customer's sole expense (including charges for multiple deliveries). We will not accept any Liability until We have inspected the Products.

15.5 Any defective Products returned to Us will only be accepted if:

15.5.1 accompanied by the correct completed returns paperwork (which will be issued to The Customer when The Customer notify Us that a Product is defective);

15.5.2 The Customer have provided full details of any hazardous and potentially hazardous materials that the Products have been exposed to whilst in The Customers possession; and

15.5.3 The Customer warrant that upon return the Products are not contaminated with any hazardous substance and The Customer provide a certified COSHH assessment to that effect if required.

15.6 If The Customer ask Us to undertake any work to remedy any defect occurring as a result of any of the events specified in clause 16.4, this work will be charged for in addition to any other Products/Services provided.

15.7 We reserve the right to inspect the subject matter of any allegedly defective Services and We will have no Liability for defective Services until We have been allowed to make such inspection.

15.8 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 10 in any of the following events: (a) the Customer makes any further use of such Goods after giving notice in accordance with our requirements; (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, environmental conditions as indicated within manufacturers requirements, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (c) the defect arises as a

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result of the Supplier following any drawing, design or specification supplied by the Customer; (d) the Customer alters or repairs such Goods without the written consent of the Company; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

16. Limitations on Liability

16.1 We shall have no Liability for:

16.1.1 In the event of any equipment failure any consequential damage to any of the Client products or loss of any service availability.;

16.1.2 defective Products/Services where the defect has been caused or contributed to by The Customer to the extent so contributed;

16.1.3 any defect if the price for the Products/Services has not been paid in full by the due date for payment;

16.1.4 any defective Products/Services, any Products that are not dispatched or any Products damaged or lost in transit unless we are notified in accordance with clause

16.1.5 damage, loss, liability, claims, costs or expenses caused or contributed to by The Customers continued use of defective Products/Services after a defect has become apparent or suspected or should reasonably have become apparent to The Customer; or

16.1.6 any defect as a result of those events listed at clause 34.3.

16.2 The Customer shall give Us a reasonable opportunity to remedy any matter for which We may be liable before The Customer incur any costs and/or expenses in remedying the matter The Customer. If The Customer do not do so We shall have no Liability to The Customer.

16.3 The Customer shall produce to Us written evidence of any claims for which it is alleged that We are liable together with written details of how the loss was caused by Us and the steps The Customer have taken to mitigate the loss, subject to clause 16.2, before We shall have any Liability for the claim by The Customer.

16.4 We shall be under no Liability in respect of:

16.4.1 any defect in the Products/Services arising from any drawing, design or specification supplied by The Customer;

16.4.2 any faults arising after risk in the Products has passed to The Customer which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products/Services;

16.4.3 The Customers use of the Products for any purpose for which they were not designed; and/or



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16.4.4 any faults or defects caused by accidental damage, wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or repair, natural phenomenon or improper maintenance or negligence on The Customers part or that of a third party;

16.4.5 any defect of which We are not notified of in writing (together with any evidence, including photographs) by The Customer within 24 hours of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by The Customer.

16.5 We shall have no Liability to The Customer to the extent that The Customer are covered by any policy of insurance and The Customer shall ensure that The Customers insurers waive any and all rights of subrogation they may have against Us.

16.6 We shall have no Liability for any matters detailed in clause 16.4.

16.7 We shall have no Liability to The Customer for any:

16.7.1 consequential losses;

16.7.2 loss of profits and/or damage to goodwill;

16.7.3 economic and/or other similar losses;

16.7.4 special damages and indirect losses; and/or

16.7.5 business interruption, loss of business, contracts, opportunity and/or production.

16.8 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that The Customer may suffer (including by maintaining an adequate stock of Products).

16.9 Our Liability to The Customer in relation to any one claim shall not exceed 12.5% of the value of the Contract (regardless of whether there are multiple heads of claim in relation to the set of circumstances that have given rise to such claim).

16.10 Each of the limitations and/or exclusions in the Contract shall be deemed to be repeated and apply as a separate provision for each of:

16.10.1 liability for breach of contract;

16.10.2 liability in tort (including negligence);

16.10.3 liability for breach of statutory duty; and

16.10.4 liability for breach of common law.

16.11 Nothing in the Contract shall exclude or limit Our Liability for death or personal or any Liability which is due to Our fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

16.12 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

16.13 Nothing in the Contract shall exclude or limit The Customers statutory rights which may not be excluded or limited due to The Customer being a consumer. Any provision which would be void



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under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

16.14 The limitations in the Contract are necessary in order to allow Us to provide the Products/Services at Our current prices.

16.15 If The Customer require greater protection then We may, at our sole and absolute discretion, agree to modify the limitations and extend any guarantees in return for the payment of a higher price for the Products/Services.

16.16 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or defective products under the Consumer Protection Act 1987.

16.17 Subject to clause 25 the Company shall under no circumstances whatever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the price of the Goods.

17. GENERAL

17.1 You agree to indemnify and keep Us indemnified against any and all losses, proceedings, lost profits, damages, awards, expenses, claims, costs (including increased administration costs and legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by Us and arising from or due to:

17.1.1 any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by You;

17.1.2 Your purported cancellation of the Contract later than the timeframes set out in clause 11;

17.1.3 Your refusal to accept delivery/performance of any ordered Products/Services; and/or

17.1.4 Our use of Your drawings and/or specifications for Products.

17.2 No waiver by Us of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

17.3 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

17.4 We shall have no Liability to You for any delay in performance of this Contract to the extent that such delay is due to any events outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, a pandemic or epidemic, explosion, governmental actions, trespass by any third party and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed



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such performance. If such delay continues for a continuous period of more than 60 days, We may terminate the Contract by giving You written notice.

17.5 We shall not assign Our interest in the Contract (or any part) without the Your written consent. You shall not assign the Contract.

17.6 All third party rights are excluded and no third party shall have any right to enforce the Contract. 17.7 The Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

17.8 Us and You shall pay their own expenses and costs incurred in connection with the negotiation, preparation, signature and performance of the Contract.

17.9 You shall comply with all applicable legislation and law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform Your obligations under or in connection with the Contract. A person who is not a party to the Contract shall not have any rights under or in connection with it.

17.10 Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only. 29. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted or modified as necessary, and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.11 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.12 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

17.13 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.



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17.14 The Company may at any time assign, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its right or obligations under the Contract without prior written consent of the Company.

18. ANTI-BRIBERY

18.1 For the purposes of this clause 18 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 1810 and legislation or guidance published under it.

18.2 You and Us shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

18.2.1 all of that party's personnel.

18.2.2 all others associated with that party; and

18.2.3 all of that party's sub-contractors, involved in performing the Contract so comply.

18.3 Without limitation to clause 18.2, neither You or Us shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on You or Our behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on You or Our behalf.

18.4 You shall immediately notify Us as soon as it becomes aware of a breach or possible breach by You of any of the requirements in this clause 18.

19. PROCESSING OF PERSONAL DATA

19.1 You and Us agree that You are a Controller and that We are a Processor for the purposes of processing Protected Data pursuant to the Contract. You shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. You shall ensure all instructions given by You to Us in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

19.2 We shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

19.3 We shall:

19.4.1 only process (and shall ensure our staff only process) the Protected Data in accordance with the Contract except to the extent: (a) that alternative processing instructions are agreed between You and Us in writing; or (b) otherwise required by applicable law (and shall inform You of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

19.4.2 if We believe that any instruction received by Us from You is likely to infringe the Data Protection Laws We shall be entitled to cease to provide the relevant Services until we have agreed appropriate amended instructions which are not infringing.



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19.5 We shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

19.6 We shall (at Your cost):

19.6.1 assist You in ensuring compliance with Your obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Us; and

19.6.2 taking into account the nature of the processing, assist You (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

19.7 We shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any international organisation without the prior written authorisation of You.

19.8 We shall at Your cost and expense refer to You all requests We receive for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be Your responsibility to reply to all such requests as required by applicable law.

19.9 We shall, in accordance with Data Protection Laws, make available to You such information that is in Our possession or control as is necessary to demonstrate Our compliance with the obligations placed on Us under this clause 19 and to demonstrate compliance with the obligations on You and Us imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by You (or another auditor mandated by You) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 19.9).

19.10 On the end of the provision of the Services relating to the processing of Protected Data, at Your cost and Your option, We shall either return all of the Protected Data to You or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Us to store such Protected Data. This clause 19 shall survive termination or expiry of the Contract.

20. ANTI-SLAVERY

20.1 We shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

20.2 You undertake, warrant and represent that:

20.2.1 neither You nor any of Your officers, employees, agents or subcontractors have: (a) committed an offence under the Modern Slavery Act 2015 (an MSA Offence); (b) been notified that You are subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) been made aware of any circumstances within Your supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

20.2.2 You shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;



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20.2.3 You have implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in Your business and supply chain, and those of Your officers, employees, agents or subcontractors, which will be made available to Us on request at any time throughout the Contract;

20.3 You shall notify Us immediately in writing if You become aware or have reason to believe that You, or any of Your officers, employees, agents or subcontractors have breached or potentially breached any of Your obligations under clause 20.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of Your obligations.