

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES OF SANDWELL UK LTD

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;

1.2 "Customer" means the organisation or person who purchases services from the Supplier;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Products" means the good, materials and products which are supplied by the Customer to the Supplier and upon which the services are performed by the Supplier;

1.5 "Service Specification" means a statement of work, quotation or other document describing the services to be provided by the Supplier;

1.6 "Supplier" means Sandwell UK Ltd of 2 Foundry Place, Old Tiffeld Road, Towcester NN12 6FP.

2 GENERAL

2.1 These Terms and Conditions shall apply to all supplies of services by the Supplier to the Customer.

2.2 Before the commencement of the services the Supplier shall agree in writing with the Customer a Service Specification stating the services to be performed and the fees applicable to the performance of the services save that where no fee is set out in the Service Specification the fees shall be charged on the same basis as previously charged to that Customer. All Service Specifications shall be subject to these Terms and Conditions.

2.3 Any specific inspection requirements on delivery of the Products should be notified to, and agreed with, the Supplier by the Customer in advance of delivery of the Products to the Supplier.

2.4 Notwithstanding clause 2.3, the Supplier shall report to the Customer any damage to the Products of which it becomes aware as part of the Supplier's Product Inward process.

2.5 Clause 4.1.2 shall apply to increase the charges payable by the Customer, to the extent that the Products are received by the Supplier in a state and condition (including in respect of any damage to the Products) which requires any further preparatory work to be undertaken by the Supplier prior to provision of the services set out in the Service Specification.

2.6 The Supplier shall use its reasonable endeavours to complete the services within any estimated time frames but time shall not be of the essence in the performance of any services.

3 FEES AND PAYMENT

3.1 The fees applicable to the performance of the services are as set out in the Service Specification save that where no fee is set out in the Service Specification the fees shall be charged on the same basis as previously charged to that Customer. The Supplier shall invoice the Customer for the services as soon as possible after the work has been completed.

3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5.00% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the services are rendered.

4 CUSTOMER'S OBLIGATIONS

4.1 It is the responsibility of the Customer to ensure that the Products are delivered to the Supplier:

4.1.1 properly wrapped and packaged in packaging which is suitable for use by the Supplier to return the Products following completion of the services. In the event that the packaging in which the Products are supplied is unsuitable for return of the Products then the Supplier will be entitled to charge an additional fee for the provision of packaging for return of the Products;

4.1.2 in a state and condition which enables the Supplier to perform and apply the services without any excessive cleaning or an add on process being provided to meet the required finish. If the Supplier is required to undertake any preparatory work in order to be able to perform the services it shall notify the Customer of the works required and the charges involved and shall undertake (and charge for) such preparatory works unless the Customer notifies the Supplier in writing within 3 days of the date of the notice given by the Supplier that it wishes to cancel the performance of the services. In such event the Supplier shall be responsible for arranging collection of the Products from the Supplier.

4.2 If the Customer requires the Supplier to take any specific measures in connection with traceability of the Products, it shall notify the Supplier prior to the delivery of the Products. If the Supplier agrees to comply with those requirements those specific measures shall be noted on the Service Specification and the Customer shall be responsible for all costs incurred by the Supplier in complying with the Customer's traceability requirements.

4.3 To enable the Supplier to perform the services and its obligations under this Agreement the Customer shall:

4.3.1 promptly and fully co-operate with the Supplier;

4.3.2 provide the Supplier with any information reasonably required by the Supplier;

4.3.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

4.3.4 comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.

4.4 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 4.3.

4.5 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the services outlined in a Service Specification are terminated or cancelled, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty:

4.5.1 the full amount of any third party costs (including, without limitation, any sub-contractor costs) to which the Supplier has committed in connection with the provision of the services; and

4.5.2 the full fees in respect of all services completed by the Supplier at the time of termination or cancellation; and

4.5.3 the Supplier's time cost for the time incurred in providing the services, in respect of any services commenced but not completed at the time of termination or cancellation and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in each such case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.3 may be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.

4.6 In the event that the Customer or any third party (including any sub-contractor) shall do or omit from doing anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement (including, without limitation, any failure by the Customer to comply with Clause 4.3), then the Supplier shall notify the Customer as soon as possible and:

4.6.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

4.6.2 if applicable, the timetable for the provision of the services will be modified accordingly;

4.6.3 the Supplier shall be entitled to treat the Agreement as cancelled and/or to notify the Customer that it intends to make any claim for additional costs.

4.7 On collection or delivery of the Products to the Customer following the completion of the services the Customer shall inspect the Products for any defect or damage. In the event of any damage or defect the Customer shall advise the Supplier by telephone immediately and by written notice (with reasonable supporting evidence) within seven days of the date of collection/delivery.

5 ALTERATIONS TO THE SERVICE SPECIFICATION

5.1 The parties may at any time mutually agree upon and execute new Service Specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Service Specification, which shall reflect the changed services and fees and any other terms agreed between the parties.

5.2 The Customer may at any time request alterations to the Service Specification by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as the Supplier shall notify to the Customer, advise the Customer by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.

5.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

5.4 Where, in accordance with Clause 5.3 the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Service Specification shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

6 WARRANTY AND INSURANCE

6.1 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

6.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded, to the maximum extent permitted by law, in relation to the services to be provided by the Supplier.

6.3 The Supplier acknowledges that, while it may not hold ownership or a direct financial interest in the Products whilst they are being transported from the Supplier to the Customer, the Supplier has a contractual and legal responsibility for such Products whilst in the Supplier's custody, care, and control. This responsibility includes safeguarding, handling, and transporting the goods on behalf of the Customer. The Supplier agrees that this insurable interest is recognised under the marine transit cargo insurance arranged by Aviva, and undertakes to:

6.3.1 ensure that all Products entrusted to them are handled and transported in accordance with agreed terms and applicable regulations;

6.3.2 notify the insurers immediately of any material change in their responsibility or custody arrangements;

6.3.3 acknowledge that cover is conditional upon this responsibility being maintained throughout the period of transit.

For the avoidance of doubt, this Clause confirms that the Supplier's insurable interest arises from its contractual obligations and liability for Products in their care, custody, and control, even where no proprietary interest exists.

7 INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any services provided by the Supplier in accordance with the Service Specification infringe any patent, copyright or trade secret or other Intellectual Property Right or similar right of a third party.

8 LIMITATION OF LIABILITY

8.1 Except in respect of death or personal injury due to the Supplier's negligence or any other liability which cannot legally be limited, for which no limit applies, and subject to Clause's 8.2, 8.3 and 8.4, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement or for any loss or damage to Products of the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the fees paid by the Customer to which the claim relates.

8.2 In no event shall the Supplier be liable to the Customer for any loss of profits (including any loss of anticipated savings), loss of sales or business, loss of agreements or contracts, loss of opportunity, or loss of or damage to goodwill in each case whether such loss is direct or indirect.

8.3 In no event shall the Supplier be liable to the Customer for any indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

8.4 The Supplier shall not be liable for any damage or defect to Products which would have been apparent on a reasonable inspection under Clause 4.7 of these Terms and Conditions unless the Customer has advised the Supplier of any such damage or defect by telephone immediately and by written notice (with reasonable supporting evidence) within seven working days of the time of delivery.

9 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

9.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

9.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

9.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

9.4 the other party ceases to carry on its business or substantially the whole of its business; or

9.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

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10 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of the services shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if, and to the extent that, the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, adverse weather conditions or other natural disaster, interruption or failure of a utility service, strikes, lock outs, accidents, war, terrorist activity, fire, explosion or accident, epidemic or pandemic, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, imposition of sanctions or embargo or the delay or failure in manufacture, production, or supply by third parties (including, without limitation, sub-contractors) of materials, equipment or services. The affected party shall notify the other party of the occurrence and nature of any such event and shall be entitled to a reasonable extension the time to perform its obligations after notifying the other party of the nature and extent of such events.

12 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not, save as referred to in this Agreement, relieve the Supplier of its obligations under this Agreement.

13 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

14 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16 NOTICES

Any notice to be given by either party to the other shall be in writing and may be served by email, personal service or by first class post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing. If notice is sent by email it shall be deemed to be received on the day it was sent, if personally served it shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered on the third day following posting. . Provided that if deemed receipt under this Clause occurs outside business hours (9.00am - 5.00 pm Monday- Friday) then deemed receipt will be deferred until business hours resume.

17 MODERN SLAVERY

In performing their obligations, the Supplier and the Customer shall:

17.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;

17.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;

17.3 maintain and comply with its anti-slavery policy document.

18 ENTIRE AGREEMENT

The Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

19 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

20 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.