



Terms and Conditions v1.00 (19/06/2019).

1. General

- 1.1. The Company shall provide and the Client shall purchase the Services in accordance with any Quotation of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these Conditions (as amended) which shall govern, apply to and be incorporated into the Contract for the supply of the Services and/or sale of the Deliverables between the Client and the Company.
- 1.2. Subject to Conditions 2.1.5 and 2.1.8 below these Conditions supersede and shall govern the Contract to the exclusion of all other terms and conditions contained in any purchase order or any other document submitted by the Client or in any catalogue, advertisement or other publication or subject to which any Quotation is accepted or purported to be accepted by the Client. No other terms or conditions shall be valid or binding upon the Company unless specifically agreed to in writing by a Duly Authorised Officer of the Company.
- 1.3. The Client acknowledges and agrees that it shall be deemed to have accepted these Conditions if the Client requests the Company to provide the Services.
- 1.4. Unless specified to the contrary in the Quotation, each Quotation submitted by the Company to the Client shall be open for acceptance for a period of thirty days from the date of the Quotation. The Company may withdraw any Quotation at any time prior to acceptance without giving any reason therefor. If the Client requests the Company to provide the Services outside the validity period stated in the Quotation, the Company shall be entitled to vary the Quotation including the Price, the estimated timetable and the scope of work to be carried out.
- 1.5. No order submitted or Quotation accepted by the Client shall be deemed to be accepted by the Company unless and until confirmed in writing by a Duly Authorised Officer of the Company.
- 1.6. Subject to Conditions 2.1.5 and 2.1.8 below these Conditions may only be modified by a variation expressed in writing and signed by a Duly Authorised Officer of the Company and no other action on the part of the Company (whether delivery of the Deliverables, performance of the Services or otherwise) shall be construed as an acceptance of any other conditions. No other employee, representative or agent of the Company has any authority to amend, modify or vary these Conditions or to make any representations concerning the Deliverables or the Services. The Company shall not be bound by any such amendment, modification, variation or representation unless such amendment, modification or variation is specifically confirmed in writing by a Duly Authorised Officer of the Company.

2. Definitions

- 2.1. The words and phrases used in these Conditions shall have the following meanings unless the context otherwise requires:



- 2.1.1. **“Background Information”** means all knowledge and expertise including but not limited to calculation procedures, data, models, software, know-how, inventions, operation and design know-how or other Intellectual Property Rights existing prior to the date of this Contract which Electrical Architectures Limited bring to bear or provide in the course of carrying out or supplying the Services, whether or not contained in Documents or other materials, and whether or not in the public domain but not including common knowledge in the field in which the Services are provided at the date of the Quotation.
- 2.1.2. **“Bank”** means HSBC Bank plc or such other bank as appointed by the Company at the time.
- 2.1.3. **“Client”** means the party named on the Quotation for whom the Company has agreed to provide the Services in accordance with these Conditions.
- 2.1.4. **“Company”** means Electrical Architectures Limited registered in England & Wales with company number 06447307 whose registered office is situated at 2nd Floor, Hanover House, 30 Charlotte Street, Manchester M1 4EX.
- 2.1.5. **“Conditions”** means the standard terms and conditions for the supply of the Services set out in this document (as amended from time to time) and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Client as set out in the Contract and/or the Quotation.
- 2.1.6. **“Confidential Information”** means any information or data relating to each party and its technology, research, business or affairs including, without limitation, the Contract, the Price, the Quotation, these Conditions and, in the case of the Company, the Background Information and, in the case of the Client, the Input Material, disclosed whether in writing, orally or by any other means to the other party by that party, or by a third party on that party’s behalf, and whether before or after the date of the Contract.
- 2.1.7. **“Item”** means the particular product or service pursuant to the Contract;
- 2.1.8. **“Confidentiality Agreement”** means the confidentiality agreement, non-disclosure agreement or equivalent (if any) entered into between the parties.
- 2.1.9. **“Contract”** means the contract between the Company and the Client for the provision of the Services or goods including these Conditions (as may be amended), the Quotation and the Confidentiality Agreement (if any), which together form the Contract.



- 2.1.10. **“Deliverables”** means the goods and other deliverables (including any instalment of them or any parts of them) (if any) which the Company is to supply to the Client in accordance with these Conditions as more particularly set out in the Quotation.
- 2.1.11. **“Document”** includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape, software, Memory Card/Stick, CAD data, CAD software, electronic transmission, algorithm, model or other device embodying visual images and any disc, tape or other device embodying any other data.
- 2.1.12. **“Duly Authorised” or “Duly Authorised Officer”** means, in respect of the Company, any Director and, in respect of the Client, any person notified in writing by the Client to the Company to be considered the same.
- 2.1.13. **“Engineering Design Defect”** means a significant defect that is agreed by the parties, or in the absence of such agreement, is determined in accordance with Conditions 11.10 and 20.2 to have been caused by the Company in:
- drawings including tolerances;
 - material selection;
 - analysis and modelling;
 - written technical advice and data;
 - testing; and/or
 - prototypes, demonstration vehicles, components or parts manufactured and delivered to the Client and which is not the result of a defect in the Input Material provided by the Client and/or their suppliers and/or sub-contractors.
- 2.1.14. **“Force Majeure”** means any cause beyond the affected party’s reasonable control including, without limitation, any act of God, riots or insurrections, acts of terrorism, war (whether declared or not), civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind, acts of destruction, computer failure due to software viruses and other malfunctions, import or export regulations, strike lock-out or trade dispute (whether involving its own employees or those of any other person) or other industrial disturbances, difficulties in obtaining labour or materials, breakdown of machinery, fire, flood or unavoidable accident.
- 2.1.15. **“Input Material”** means any Documents or other materials, and any data or other information provided by or required from the Client relating to the Services.
- 2.1.16. **“Intellectual Property Rights”** means all and any intellectual property rights of any kind and rights of a like nature wherever and whenever arising and whether registered or unregistered and including, without limitation, any patents, copyright, registered designs, design rights, topographic rights, database rights and



rights in Confidential Information, trademarks, trade names, including without limitation the name “Electrical Architectures Limited”, or service marks.

- 2.1.17. **“Invoice Schedule”** means the payment schedule set out in the Quotation for the payment of the Price and other sums due from the Client to the Company.
- 2.1.18. **“Price”** means the price for the Services as set out in the Quotation and any variations.
- 2.1.19. **“Project Manager”** means the individual identified by the Company to manage the provision of the Services under the Contract and to liaise with the Client in respect of the Contract. The Company reserves the right to change the Project Manager without notice.
- 2.1.20. **“Quotation”** means the document to which these Conditions are attached.
- 2.1.21. **“Services”** means the services, including any Deliverables, to be provided by the Company for the Client as more particularly set out in the Quotation.

Headings used in these Conditions are used for the purposes of identification and reference only and shall not constitute part of these Conditions nor be taken into account in the interpretation, construction or meaning thereof.

3. Scope and Extent of Services

- 3.1 The Company shall perform the Services subject to these Conditions using reasonable skill and care and in accordance with good engineering practice.
- 3.2 The extent and scope of the Services and any assumptions on which the Services are to be provided by the Company to the Client are detailed in the Quotation. The Client acknowledges and agrees that it is its sole responsibility to ensure that the assumptions made in the Quotation are correct and to advise the Company of any incorrect assumptions prior to the commencement of the Services. In the event that any of the assumptions are incorrect, the Company reserves the right to make such amendments to the Quotation (including without limitation the scope of work, the Price, timetable and any other matters) as it deems appropriate and without notice to the Client.
- 3.3 The Company may at any time make changes to the Services which are necessary to comply with applicable safety and/or other statutory requirements.
- 3.4 The Company reserves the right to substitute any contractor that it may engage, without notice to the Client, for another contractor with the requisite level of skill and expertise appropriate for the provision of the Services.

4. Timing

- 4.1 The Company shall not be obliged to commence work in respect of the Services until:
 - 4.1.1 the Company has received and accepted, in accordance with condition 1.5, the Client’s purchase order for the Services to signify the Client’s acceptance of the Quotation and these Conditions; and
 - 4.1.2 the Company has received from the Client all appropriate and necessary Input Material to commence the Services as identified in the Quotation free of all charges.



- 4.2 All dates and periods of time referred to in the Quotation are approximate only unless expressly stated otherwise in the Quotation, excepting those relating to the Payment Schedule, whereby time shall always be expressly of the essence.
- 5. Payment**
- 5.1 The Quotation shall specify the Price for the provision of the Services. The Price quoted shall be exclusive of all taxes including VAT and duties including export and/or import duties which shall be additionally paid by the Client. The Price shall include all administrative charges including inter alia postage, telephone, fax and similar expenses together with all travel, accommodation and subsistence costs of the Company personnel unless specifically identified as being part of the Price in the Quotation. All other costs and expenses not so identified, including inter alia shipping, freight, packaging, transport, spare and replacement parts, equipment and materials, shall be invoiced separately by the Company to the Client and shall include a handling charge of five (5) per cent. All travel, subsistence and related costs of the Client's personnel are the sole responsibility of the Client.
- 5.2 The Company shall invoice the Client for the Price and other sums payable in accordance with the Invoice Schedule set out in the Quotation. In the absence of an Invoice Schedule in the Quotation the Company shall be entitled to invoice the Client for all work undertaken on a monthly basis.
- 5.3 All payments from the Client to the Company are due within 28 days of the date of the Company's invoice and shall be paid (in full without set off or other deduction) in such currency as may be specified in the Quotation. Payment shall be made direct to the Company's bank account (details of which shall be provided as necessary).
- 5.4 In the event that payment is not received within 30 days of the date of the Company's invoice then the Company shall be entitled in its sole discretion to: -
- 5.4.1 charge interest and compensation as allowed by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and the Client shall pay interest, compensation and the reasonable legal costs of recovery, at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), from the due date until payment is actually received; and/or
- 5.4.2 suspend provision of the Services without liability to the Client until the outstanding amount is paid in full and the timetable and any other times agreed for the provision of the Services shall be amended accordingly; and/or
- 5.4.3 terminate the Contract in accordance with Condition 14.2.2.
- 5.5 If, by reason of any rise in costs beyond the Company's reasonable control (including, without limitation, the cost of materials, fuel, transport, shipping, insurance or the cost of complying with any statutory provision or order, regulation or by-law), the cost to the Company of providing the Services shall increase the Company shall, in its sole discretion, be entitled to pass a fair and reasonable element of such increased cost on to the Client to be paid by the Client in addition to and with the Price in accordance with this Condition 5.
- 6. Client's Responsibilities**
- 6.1 The Client shall:
- 6.1.1 supply to the Company, at its own expense, all Input Material necessary for the execution of the Services, within sufficient time to enable the Company to provide the Services in accordance with the Contract as set out in the Quotation and otherwise from time to time as requested by the Company or as otherwise required to maintain the progress of the Services including, where appropriate and without limitation, data, operating manuals and safety information;
- 6.1.2 be responsible for ensuring that any Input Material supplied is accurate, in working order and free from defects of any kind;



- 6.1.3 supply and/or deliver spares and service replacements for any Input Material as required by the Company free of all charges throughout the Services in a timely manner;
- 6.1.4 ensure that any Input Material supplied to the Company for the performance of the Services complies with the requirements of UK Customs and Excise and any costs suffered or incurred by the Company resulting from any non-compliance shall be charged to and payable by the Client in addition to the Price;
- 6.1.5 provide or procure the provision of technical support in respect of any Input Material or components thereof from time to time as required in order to support the Services;
- 6.1.6 provide instructions and feedback when requested to in a timely manner and, in the event of suspension of the Contract due to lack of instructions, any extra costs and expenses suffered or incurred by the Company shall be charged to and payable by the Client in addition to the Price;
- 6.1.7 provide the Company's employees, contractors and such other personnel involved in performing the Services, as identified by the Company, with training in the Client's systems and equipment, including without limitation software, procedures, working methods and product introduction processes, as required for the satisfactory delivery of the Services. Such training shall take place at the Company's or the Client's premises, as reasonably determined by the Company, at times agreed between the parties to meet the Services requirement and shall be given in English. Any training materials and appropriate manuals shall only be provided in English. If a translation is required this shall be at the sole cost of the Client;
- 6.1.8 ensure and be responsible for the health and safety of the Company's employees, contractors and personnel whilst on the Client's premises and whilst using any of the Client's employees, contractors and personnel whilst on the Client's premises and whilst using any of the Client's systems or equipment, including without limitation Input Materials, and whether on or off the Client's premises; and
- 6.1.9 notify the Company promptly of any risk, safety issues or incidents arising in respect of the Input Material or in any processes or systems used at the Client's premises; and
- 6.1.10 be responsible for the design and implementation of the Item and, save for such circumstances as detailed in Condition 11.10 below, shall be responsible for any Engineering Design Defect.

7. Project Management

The Company shall appoint a Project Manager to manage the provision of the Services and liaise with the Client as necessary by appropriate means. The Client shall identify a representative to liaise with the Project Manager in respect of the provision of the Services. Any instruction given by the Client's representative shall be binding on the Client. The Company may change the appointed Project Manager or any personnel at any time without notice.

8. Deliverables

- 8.1 The Deliverables shall be as specified in the Quotation and, unless otherwise specified in the Quotation, the Deliverables shall be delivered ex works to the Client's premises.
- 8.2 Any tests, designs, analysis, results, reports, prototypes, demonstration vehicles, parts or models delivered to the Client or issued to the Client during the course of the Services do not constitute complete designs or production validation of any component, part, engine, transmission or vehicle.

9. Risk and Property

- 9.1 Risk in the Deliverables shall pass to the Client immediately upon notification from the Company to the Client that the Deliverables are available.



- 9.2 Notwithstanding delivery and/or the passing of risk in the Deliverables or any other provision in these Conditions, property in the Deliverables shall not pass to the Client until the Company has been paid in full for the Services including the Deliverables.
- 10. Rights**
- 10.1 Upon payment by the Client of the total Price due to the Company and any other costs and expenses provided for under the Contract, all Deliverables, but excluding any Intellectual Property Rights therein, shall become the sole property of the Client. For the avoidance of doubt the Price does not include the cost of searches in third party indexes to identify any existing third party rights and the Company shall not be obliged to carry out any such searches unless specifically requested to do so by Client at the Client's sole cost.
- 10.2 The Client accepts that, during the performance of the Services, the Company may use and/or apply its Background Information. The Client shall not obtain or have any rights in such Background Information or any development, modification, improvement or variation thereof made by the Company or on the Company's behalf or any representation of the same whether developed or made by the Company or on the Company's behalf in connection with the performance of the Services or otherwise. All title, rights and Intellectual Property Rights in the Background Information, and any development, modification, improvement or variation thereof made by the Company or on the Company's behalf, is the sole and exclusive property of the Company provided that the Client may request the right to use such Background Information for the purposes of exploiting the Deliverables but such right shall only be granted for internal use within the Client's business.
- 10.3 Any Input Material provided by the Client shall belong to the Client subject to the Company's right to use such Input Material as it requires in the performance of the Services and as otherwise provided for in the Contract.
- 10.4 Any background information developed by either party outside the scope of the Services shall belong to the party developing it.
- 10.5 Save for the designs of the Client, the confidential information of the Client and any information expressly referenced in the Confidentiality Agreement (if any) or the Quotation any intellectual property, howsoever arising during the provision of the Services, shall belong solely and exclusively to the Company and the Company shall be entitled to use such know-how as it determines in its sole discretion.
- 10.6 Subject to Condition 10.5, any inventions, designs and similar which the parties may develop or create during the execution of the Services shall belong to the party employing (whether as an employee, contractor or otherwise) the inventor, designer or author thereof. The parties shall notify each other of any proposed application for any Intellectual Property Rights protection or registration in respect of any such invention or design and shall keep each other informed in respect of progress.
- 10.7 Upon the passing of property in the Deliverables to the Client in accordance with Condition 10.1, the Company shall grant the Client a non-exclusive, non-transferable, perpetual, royalty free license, but without the right of sub-license (save in accordance with this Condition), to use the Intellectual Property Rights in the Deliverables solely for the purpose of and in connection with the Deliverables and not for any other purpose without the Company's express prior written consent. The rights granted by this Condition may only be sub-licensed to such of the Client's production suppliers who have a need to know and solely on the basis that (i) such sub-license is only for use in connection with the Deliverables and (ii) notice and details of such sub-license, including without limitation the name of the sub-licensee, are promptly given to the Company.



- 10.8 Notwithstanding any other provision of the Contract, the Client shall not be entitled to use in any way the name “*Electrical Architectures Limited*” without the express prior written consent of a Duly Authorised Officer of the Company to the specific use.
- 10.9 The Company shall be entitled to use all Intellectual Property Rights (including without limitation any patents or trademarks) belonging to the Client for its own internal research and development work and for other work for the Client.

11. Warranties and Liability

- 11.1 The Company warrants that:
- 11.1.1 it shall perform the Services using all reasonable skill and care in accordance with good engineering practice;
 - 11.1.2 unless expressly indicated to the contrary any design, analysis, research and support (undertaken by the Company) are the property of the Company;
 - 11.1.3 no third party rights are known to the Company at the date of the Quotation which may be infringed by the Deliverables; and
 - 11.1.4 the Company is the owner of the rights in the Background Information and the Deliverables and is free to transfer the Deliverables to the Client as indicated in the Contract save for those instances when, at the Client’s request, the Company has been asked to include third party proprietary products and information.
- 11.2 In the event of a breach of the warranty at Condition 11.1.3 above, the Company shall be entitled at its own expense and sole option and as the Client’s sole remedy for such breach either to:
- 11.2.1 procure the right for the Client to continue using the Deliverables;
 - 11.2.2 make such alterations, modifications or adjustments to the Deliverables so that they become non-infringing without incurring a material diminution in performance or function; or
 - 11.2.3 replace the Deliverables with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.
- 11.3 The Client warrants that it is the owner of the beneficial rights in the Input Material and the Input Material, and its use by the Company for the purpose of providing the Services, shall not infringe the copyright or any other rights or Intellectual Property Rights of any third party.
- 11.4 In the event of a breach of the warranty at Condition 11.3 above, the Company shall be entitled, at its sole option and without prejudice to any other right or remedy it may have, to suspend provision of the Services without liability to the Client to allow the Client a maximum of 14 days to:
- 11.4.1 procure the right for the Company to continue using the Input Material; or
 - 11.4.2 make such alterations, modifications or adjustments to the Input Material so that it becomes non-infringing without incurring a material diminution in performance or function; or
 - 11.4.3 replace the Input Material with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function. Provided that any times agreed for the provision of the Services shall be amended accordingly, the Client shall be additionally liable for the Company’s costs incurred during the period of suspension and, if the Client is unable to rectify the infringement in accordance with Condition 11.4.1, 11.4.2 or 11.4.3, the Company shall be entitled to terminate the Contract in accordance with Condition 14.2.1.
- 11.5 The Company warrants that the Deliverables shall generally meet the objectives set out in the Quotation solely for the purpose set out in the Quotation. Otherwise, the Company gives no warranty that the Deliverables shall be satisfactory for the purposes of the Client and the



- Client acknowledges and agrees that it is the sole responsibility of the Client to ensure the same. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.6 Where the Company provides any Deliverables which contain or rely upon components, parts, software or other third party products, the Company gives no warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.
The Company shall, only to the extent that it is able to, assign to the Client the benefit of any warranty, guarantee or indemnity given by the supplier of the relevant components, parts, software or third party products to the Company.
- 11.7 The Company shall not be liable for any failure or delay in respect of Input Material under test, any defect arising from fair wear and tear, misuse, alteration, amendment or repair of the Deliverables.
- 11.8 Except in the case of death or personal injury caused by the Company's negligence or the negligence of its employees or agents or as expressly provided for in these Conditions:
- 11.8.1 The Company shall not be liable to the Client for any liability whether arising in contract or in tort including but not limited to negligence and breach of statutory duty, misrepresentation (unless fraudulent), any breach of warranty whether express or implied, any condition or other term, or any duty at common law for any loss of profit or indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants, agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client; and
- 11.8.2 the Company's total liability to the Client shall not exceed, in aggregate, the sum of £200,000, or the Price if greater, and in any event shall be limited to a maximum of £2,000,000.
- 11.9 The Company shall use its reasonable endeavours to deliver the Deliverables in accordance with the timetable set out in the Quotation. The timetable is an estimate only and the Company accepts no responsibility or liability, financial or otherwise, in the event that the estimated delivery schedule is not complied with. For the avoidance of doubt the Company shall not be liable to reimburse the Client in respect of any delay payments or other penalties for which the Client may become liable to third parties whether or not the Company was aware of such liability.
- 11.10 In the event that during the execution of the Services or during any subsequent development of the Deliverables an Engineering Design Defect is discovered which is due to the default of the Company, the Company shall seek to remedy that Engineering Design Defect at its own cost.
- 12. Confidentiality**
- 12.1 The parties acknowledge and agree that the Confidentiality Agreement (if any) shall continue to apply in respect of the Contract, the terms of which shall supersede this Condition 12. If there is not a Confidentiality Agreement in place between the parties, the following terms of this Condition 12 shall apply.
- 12.2 The parties (as a "**Receiving Party**") hereby acknowledge that the other (the "**Disclosing Party**") has provided to the Receiving Party Confidential Information and in respect of all such Confidential Information the Receiving Party shall:
- 12.2.1 treat it as confidential;
- 12.2.2 restrict its disclosure to such of its employees, agents and professional advisors as have a need to know and subject always to such employees and agents being under a similar duty of confidentiality; and



- 12.2.3 not disclose it to any third party without the prior written consent of the Disclosing Party.
- 12.3 The requirements of Condition 12.2 shall not apply to any Confidential Information which:
- 12.3.1 is or becomes common knowledge without breach of this Condition by the Receiving Party; or
- 12.3.2 was in the Receiving Party's possession prior to receipt from the Disclosing Party or developed for or by the Receiving Party at any time independently of any disclosure by the Disclosing Party; or
- 12.3.3 the Receiving Party is required to disclose by law or other competent authority provided that the Receiving Party notifies the Disclosing Party, if permitted by law, as soon as it receives such a request for disclosure and affords to the Disclosing Party all such reasonable assistance as the Disclosing Party may request to prevent or limit such disclosure.
- 13. Assignment**
- Neither party may assign the Contract nor any of the benefits or liabilities hereof in whole or in part without the express prior written consent of the other party, save for the purpose of a sale of its business or shares or a solvent reconstruction or amalgamation.
- 14. Termination**
- 14.1 The Contract shall continue in full force and effect until completion by both parties of their respective obligations hereunder unless terminated earlier in accordance with Condition 14.2.
- 14.2 This Agreement may be terminated by:
- 14.2.1 subject to Condition 14.2.2 below, either party if the other continues in default of any obligation imposed upon it hereunder for more than 30 days after written notice has been dispatched by that party by recorded delivery or courier requesting the other to remedy such default; or
- 14.2.2 the Company forthwith on written notice to the Client in the event that the Client fails to pay within the period allowed and/or fails to make payment after a further request for payment; or
- 14.2.3 either party forthwith on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business; or
- 14.2.4 either party on 30 days' written notice to the other if an event of Force Majeure affects the other party from properly performing its obligations under the Contract for a continuous period of at least 4 weeks; or
- 14.2.5 the Company pursuant to Condition 15.2.
- 14.3 In the event of termination of the Contract for any reason, the Client shall pay the Company for all Services performed up to the date of termination.
- 14.4 In the event of termination of the Contract for any reason (other than by the Client pursuant to Condition 14.2.1), the Client shall additionally pay the Company for all costs incurred after the date of termination in winding down the Services including, inter alia and without limitation the dismantling of any test facilities, the storage and/or return of Input Material, delivery of the Deliverables the use of the Company's facilities and resources which are unavailable as a result of the termination, any third party supplier costs in respect of goods and/or services which cannot be terminated and the labour costs for the Company's personnel and/or sub-contractors, involved in the performance of the Services, for up to a maximum of



three calendar months or to the end of the contract , whichever is the shorter, from termination or such shorter period until the Company can place such personnel with alternative work. The Client shall also pay 10 per cent of the Price outstanding at the date of termination and which the parties agree is a reasonable pre-estimate of the loss the Company shall suffer as a result of any such termination.

- 14.5 Unless otherwise specified in the Quotation, the Input Material shall, at the Company's sole option as notified to the Client, be returned to the Client by the Company and/or made available for collection from the Company's premises and if the Client is responsible for collecting any of the Input Material from the Company's premises, such collection may be made at any time during business hours and on at least 48 hours' notice to the Company after the Company has given notice that the Input Material are available for collection.

- 14.6 If the Client fails to collect any Input Material or fails to provide delivery instructions within the time stated in the notification then, without prejudice to any other right or remedy which the Company may have, the Company may at its sole discretion:

14.6.1 store the Input Material at its own premises or elsewhere and charge the Client for its reasonable costs including without limitation insurance for storage; and/or

14.6.2 on notice to the Client, destroy the Input Material and charge the Client for its reasonable costs.

- 14.7 any termination of the Contract shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination.

15. Delays

- 15.1 The Company shall not be responsible for any delay caused by:

15.1.1 the inadequacy or the delay in provision of any Input Material to be supplied by the Client and/or third party suppliers whether or not nominated by the Client; or

15.1.2 the failure or malfunction of any Input Material under test. In the event of such delay the Company may extend the timetable and charge the Client for any additional cost incurred in re-allocating resources; or

15.1.3 the Client or any third party.

- 15.2 The Company reserves the right to serve notice and to terminate the Contract forthwith on expiry of the 30 days' notice in the event of: -

15.2.1 unreasonable delay occasioned by the Client; and/or

15.2.2 any delay occasioned by the Client which has not been agreed by the Company, and which is not remedied within the 30 day notice period.

16. Taxes

- 16.1 The Price is exclusive of all taxes including but not limited to VAT and Customs and import duties which shall be invoiced to and payable by the Client in addition to the Price.

- 16.2 If the Company is liable for any tax levied by a foreign government in connection with the provision of the Services and/or the supply of the Deliverables the Client shall provide the Company with the necessary tax certificates to enable the Company to recover the taxes to the greatest extent possible under any agreement for the avoidance of double taxation between the UK Government and the foreign government levying the tax charge.

- 16.3 If any deduction or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of the law) in respect of any payment due from the Client to the Company under the Contract or is in any event made, the relative sum payable by the Client shall be increased so that, after making the minimum deduction or withholding so required, the Client shall pay to the Company and the Company shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been made.



17. **Variations**

To allow flexibility within the Services but with appropriate controls a system of contract variation requests shall be used. The contract variation request may be Client or the Company driven and may include, inter alia, changes to the objectives, scope of work, Deliverables, timing, responsibilities, assumptions, Price or delays caused by the Client and/or third party suppliers, whether or not nominated by the Client, and shall be agreed by the parties in writing in a timely manner so as not to prejudice any timing schedule agreed between the parties. The Company shall be entitled to charge for any additional cost incurred as a result of any contract variation. Subject to Condition 3.3, no project variation shall take effect unless and until agreed to in writing by the Project Manager of the Company or such other person who may be notified by the Company to the Client as Duly Authorised for the purposes of this Condition.

18. **Insurance**

The Client shall list all Input Material supplied to the Company and shall advise the Company of the value of that Input Material prior to delivery so that the Company may, subject to verification, take steps to insure the same for such value whilst at the Company's premises and under the Company's control. The Company shall not be obliged to insure Input Material which is being used by employees or representatives of the Client at the Company's premises or elsewhere.

19. **General**

- 19.1 The Client shall not be entitled to exercise any right of set off arising out of the Contract or otherwise.
- 19.2 These Conditions, the Quotation and the Confidentiality Agreement (if any) embody the entire understanding of the parties in respect of the provision of the Services by the Company and all and any prior statements, undertakings, documents or promises whether written or oral, express or implied made by either party shall have neither force nor effect.
- 19.3 If any of the provisions of these Conditions is found by any Court, arbitrator or other competent authority to be void or otherwise unenforceable either in whole or in part such provision or part thereof shall be deleted and the remaining Conditions shall apply.
- 19.4 Neither party shall be liable to the other party for the non-performance or delay in the performance of any of its obligations hereunder, other than for payment, due to events of Force Majeure. Upon the occurrence of such an event of Force Majeure, the affected party shall immediately notify the other party with as much detail as possible and shall promptly inform the other party of continuing developments. Once the event of Force Majeure is removed or ended the affected party shall perform its obligations with all due speed unless the Contract has been terminated in accordance with Condition 14.2.4.
- 19.5 Nothing in these Conditions shall create a partnership or joint venture between the parties hereto and, save as expressly provided in these Conditions, neither party shall enter into or have authority to enter into any engagement or make any representations or give any warranty either express or implied on behalf of or pledge the credit of or otherwise bind or oblige the other party.
- 19.6 Nothing contained in these Conditions shall prevent either party from working with any third party.
- 19.7 No failure or delay by the Company in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 19.8 Any notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other



address as may at the relevant time have been notified pursuant to this Condition to the party giving the notice.

- 19.9 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.10 The language for communication, training and training manuals and correspondence between the parties in respect of the provision of the Services shall be English. If a translation is required this shall be at the sole cost of the Client.
- 19.11 The Company reserves the right to alter these Conditions at any time. If the Client wishes to vary the Conditions, any variation to the Conditions currently in force shall only be applicable if agreed by the Company in writing.

20. Governing Law and Dispute Resolution

- 20.1 The parties agree that the Contract and these Conditions shall be governed and construed in accordance with English law and, subject to Condition 20.2 below, the parties submit to the non-exclusive jurisdiction of the English Courts.
- 20.2 Should any dispute arise out of the Contract or these Conditions, including the interpretation thereof or any other matter specifically referred to herein, the parties agree to negotiate for the settlement of any dispute by way of the following procedure:
 - 20.2.1 The parties shall use all reasonable endeavours to promptly negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Contract or a breach thereof within 14 days of notification by one party to the other of such dispute. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties within such 14 day period, the dispute shall be immediately referred to the Duly Authorised Officer of both parties who shall meet (either by themselves or through their Duly Authorised representatives and either in person, by telephone or through such other means of communication as may be agreed between them) in good faith within 7 days of the request of either party in order to attempt to resolve the dispute within a further 7 days from the initial date of such meeting.
 - 20.2.2 Subject to Condition 20.2.4 below, in the event that the parties are unable to resolve the dispute pursuant to Condition 20.2.1, the matter may at the election of either party be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure ("**the Model Procedure**"). To initiate a mediation, a party acting by its Duly Authorised Officer shall give notice in writing ("**ADR Notice**") to the other party to the dispute addressed to its Duly Authorised Officer requesting a mediation in accordance with the Model Procedure. The place of mediation shall be at a venue to be agreed in England. The language of the mediation and agreement shall be in English. Arrangements for the mediation are to be agreed within 6 weeks of service of the ADR Notice.
 - 20.2.3 In the event that the parties are unable to resolve the dispute pursuant to Condition 20.2.2 within 6 weeks, or either party at any time, acting reasonably, no longer considers that the matter may be resolved by mediation, the matter may then be dealt with by way of the County Court procedure. If Court proceedings are required but a party has not first followed the procedure as outlined in this Condition 20 the other party may refer this to the Court when the question of costs is to be decided.
 - 20.2.4 Conditions 20.2.2 and 20.2.3 above will not apply in relation to any dispute which would be or be reasonably likely to be allocated to the small claims track if pursued in the County Court.



20.3 Nothing in this Condition 20 will prevent the Company from exercising its rights pursuant to Condition 14 and/or Condition 15.2.

21. Data Protection

21.1 The Company shall comply with its obligations under the General Data Protection Regulation (GDPR) and, where the Company might transfer data to the Client, the Client warrants to the Company that it shall comply with GDPR and that it shall treat data securely and not disclose that data to any third party.

21.2 A copy of the Company's privacy policy is available at its registered office address on request **AND/OR** on its website: www.electricalarchitectures.com

Signed: _____

Dated: _____

**Duly Authorised
on behalf of the Company**

**Duly Authorised
on behalf of the Client**