



Terms & Conditions **For Service & Repair**



1 Definitions and Interpretation

1.1 In these Conditions the following definitions apply

- Affiliate:** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
- Applicable Law:** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
- Bribery Laws:** means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
- Business Day:** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
- Conditions:** means the Supplier's terms and conditions of sale set out in this document;
- Confidential Information:** means any commercial, financial, or technical information, information relating to the Equipment, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
- Contract:** means the agreement between the Supplier and the Customer for the sale and purchase of the Equipment incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;
- Control:** has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls, Controlled and under common Control shall be construed accordingly;
- Customer:** means the named party in the Order which has agreed to purchase the Equipment from the Supplier;
- DAP:** means delivered at place Incoterm;
- Documentation:** means any descriptions, instructions, manuals, literature, technical details, or other related materials supplied in connection with the Equipment;
- Equipment:** means the equipment and related accessories, and Documentation and other physical material set out in the Order or understood by the parties to be included in the Equipment and to be supplied by the Supplier to the Customer in accordance with the Contract. Equipment shall include both Vehicles and Spare Parts;
- Force Majeure:** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or lack of material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;



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| Invoice: | means a final invoice giving the total price of the Works; |
| Manufacturer: | means the manufacturer of the Equipment; |
| Manufacturer's Warranty: | has the meaning given in clause 8.2; |
| Order: | means an order for Works placed by the Customer to the Supplier; |
| Price: | means the VAT exclusive fee payable for the Works including parts, labour and any additional charge; |
| Quote: | means the quote provided to the Customer by the Supplier in substantively the same form as set out in Schedule 1. The Quote will set out the work which the Supplier has been asked to carry out (and which the Supplier has agreed to provide) in relation to the Equipment and the fees payable for that work; |
| Recondition Part: | means any part of the Equipment that the Supplier agrees to recondition as part of the Works; |
| Representatives: | has the meaning given in clause 17.2.1 and 17.4; |
| Supplier: | means Acumec Limited registered in England and Wales at Unit 3 Brunel Way, Stephenson Industrial Estate, Coalville, Leicestershire, LE67 3HF with company number 11440217 and VAT number 356375769; |
| Supplier's Premises: | 3 Brunel Way, Stephenson Industrial Estate, Coalville, Leicestershire or A124 Tustin Way, Red Scar Business Park, Preston; |
| VAT: | means value added tax, as defined by the Value Added Tax Act 1994; |
| Warranty Period: | means the duration of the warranties provided by the Supplier to the Customer in accordance with these Conditions; |
| Working Hours: | means the hours of 09.00 to 17.30 on a Business Day; |
| Works: | means the services that the Supplier agrees to provide to the Customer and includes the maintenance, repair or service of the Equipment. |



- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 a reference to the Contract includes these Conditions, the Quote, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
 - 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 a reference to a gender includes each other gender;
 - 1.2.7 words in the singular include the plural and vice versa;
 - 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and
 - 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions for services, repair and/or maintenance.
- 2.2 On and subject to these Conditions the Supplier agrees to provide the Works as requested by the Customer.
- 2.3 No terms or conditions endorsed on, delivered with, or contained in any order, confirmation of order, specification or other document shall part of the Contract except to the extent that the Supplier otherwise agrees in writing.



- 2.4 Save as permitted in these Conditions, no variation of these Conditions or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.5 Each Quote by the Supplier to the Customer shall be an offer to carry out the Works subject to the Contract including these Conditions.
- 2.6 The Quote remains valid for 10 Business Days from the date of the Quote. The Supplier reserves the right, prior to the commencement of any Works, to notify the Customer of an immediate increase in the Quote where this results from an increase in the cost of parts or other changes beyond the Supplier's reasonable control. In the event of an increase to the Quote the Customer has the right to cancel at any time prior to the commencement of Works.
- 2.7 The Customer shall be free to accept the Quote within the 10 Business Days period set out above. After the expiration of the 10 Business Day period the Customer may only accept the Quote with the prior written consent of the Supplier.
- 2.8 Once the Quote has been accepted and access to the Equipment provided then, subject to clause 2.9 below, the Supplier shall carry out the Works in accordance with these Conditions.
- 2.9 Should the Customer request additional Works to be carried out not set out in the Quote then, provided that the Supplier is willing to do so, it will provide the Customer with a further Quote. These Condition will apply to all further or revised Works.

3 The Works

- 3.1 The Supplier shall use all reasonable endeavours to complete the Works in accordance with the Quote.
- 3.2 The Supplier may use recondition parts for the Works.
- 3.3 Where parts of the Equipment are to be reconditioned but are in such a condition that the Supplier cannot recondition them without incurring additional costs, the Supplier is entitled to charge the Customer an additional sum in accordance with clause 3.4 below.
- 3.4 Should any additional parts and or labour not detailed in the Quote be required to complete the Works then the Supplier shall provide the Customer with an additional Quote and seek the Customer's prior written approval before recommencing any work.
- 3.5 The Works may be carried out by an agent and or sub-contractor employed by the Supplier. The Supplier however only accepts responsibility for the actions of an agent and or sub-contractor where they are acting on the Supplier's instructions and in connection with the Works.



- 3.6 Save where the Quote indicates otherwise, the Supplier shall be entitled to retain, dispose of, or benefit from any replaced part.
- 3.7 Any time periods set out in the Quote or in correspondence between the Customer and the Supplier for the Works to commence or be completed is for indicative purposes only. Time shall not be of the essence in respect of the Works.
- 3.8 The Equipment may be given a road test as part of the Works.

4 Customer's Obligations

- 4.1 The Customer must make payment of all sums due under the Contract on time and in accordance with these Conditions.
- 4.2 The Customer must provide the Supplier with all reasonable assistance in connection with the Equipment and the Works.
- 4.3 The Customer must at all times provide accurate and true information about the Equipment and the scope of Works. If following an inspection of the Equipment it appears that the Supplier is unable to complete the Works because, in the Supplier's reasonable opinion, different or additional work and/or parts (not requested by the Customer or identified in the Quote) are required then the Supplier will be entitled cease all work until such time as a revised Quote has been agreed by the Customer.
- 4.4 If the Customer requests that the Works be carried out a location other than the Supplier's Premises, then:
 - 4.4.1 the Customer shall ensure that such location must meet the requirements advised by the Supplier in advance;
 - 4.4.2 the location for the Works cannot be changed unless otherwise agreed in writing by the parties; and
 - 4.4.3 the Customer must also ensure that it has the necessary permission(s) from the owner or occupier of the proposed location for the Works to be carried out.
- 4.5 Where the Supplier has agreed to collect the Equipment from a location other than the Supplier's Premises, the Customer shall ensure (at its sole cost):
 - 4.5.1 that the Equipment is ready and able to be collected at the agreed time and place;
 - 4.5.2 that the Supplier can gain access to the Equipment; and
 - 4.5.3 the Equipment can be lawfully driven on the road.



- 4.6 If after the Works have been completed the Customer is to collect the Equipment from the Supplier's Premises, the Customer shall ensure that the Equipment is collected within 5 Business Days of notification that the Equipment is ready for collection.
- 4.7 In the case where a wheel needs to be removed it is the Customer's responsibility to ensure that the Supplier is provided with the appropriate locking wheel nut. Should the appropriate locking wheel nut not be provided then there is an inherent risk of damage to the locking wheel nut and/or wheel if the wheel is removed. If the Customer requests nevertheless for the wheel to be removed, then it is for the Supplier to agree at its absolute discretion whether to do so. In doing so, any damage caused to either the locking wheel nut or the wheel will be at the Customer's sole risk and the Supplier, its agents or sub-contractors shall not be liable for any damage caused.
- 4.8 If the Works are to be carried out pursuant to an insurance claim, the Customer (or the policyholder if they are not the same) must sign any documents required by the insurer to be signed to authorise payment to the Supplier for the Works. The Supplier shall not be responsible for any delay in completing the Works and/or returning the Equipment to the Customer where the delay arises from the actions of the insurer including, but not limited to, the withholding of payment.
- 4.9 Before the commencement of any Works the Customer must remove all personal effects and items from the Equipment. The Supplier accepts no responsibility for loss or damage to any items left in the Equipment.

5 Parts and Availability

- 5.1 The parts which may be required to complete the Works are subject to availability.
- 5.2 If the Supplier cannot complete the Works due to non-availability of parts or delay in their delivery, then the Supplier will notify the Customer at the earliest possible opportunity and arrange an alternative date to complete the Works.

6 Payment

- 6.1 If the Supplier requires a Deposit or similar prepayment then this will be set out in the Quote and will be payable within 5 Business Days of acceptance of the Quote.
- 6.2 Following completion of the Works the Supplier shall issue its Invoice for services provided in accordance with the Quote.
- 6.3 The Customer shall pay all Invoices:
- 6.3.1 in full without deduction or set off, in cleared funds on receipt of each Invoice;
 - 6.3.2 to the bank account nominated by the Supplier; and
 - 6.3.3 in pounds sterling.



- 6.4 Time of payment is of the essence. Where such sums due under the Contract are not paid in full by the due date:
- 6.4.1 the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above base rate of the Bank of England from time to time in force; and
- 6.4.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

7 Customer Warranty

- 7.1 Where the Customer is not the owner of the Equipment, the Customer warrants that it is authorised by the owner and/ or registered keeper of the Equipment to instruct the Supplier to carry out the Works
- 7.2 The Customer agrees to hold the Supplier harmless and make good any losses, costs, or damages which the Supplier incurs as a result of any claims against the Supplier by the owner and/ or the registered keeper of the Equipment alleging that, or resulting from the fact that, the Customer was not authorised to do instruct the Supplier to carry out the Works.

8 Supplier Warranty

- 8.1 Subject to clauses 8.3 – 8.6 below, and in addition to any other statutory rights the Customer may have, the Supplier agrees to correct, free of charge, any defect in the Equipment which is caused by the Supplier's workmanship or any defective Recondition Part provided that:
- 8.1.1 the defect arises and is reported to the Supplier within 12 months of completion of the Works; and
- 8.1.2 the Customer takes all reasonable steps to minimise any damage which the faulty workmanship or defect may cause; and
- 8.1.3 the Customer arranges for the Equipment to be inspected by the Supplier as soon as reasonably practicable after discovering the defect; and
- 8.1.4 the Customer gives the Supplier all reasonably necessary access to the Equipment and cooperation so as to enable us to correct the relevant defect.
- 8.2 Clause 8.1 shall not apply to any new parts which shall be supplied with the Manufacturer's standard warranty (the Manufacturer's Warranty). Subject to clause 8.3 – 8.6 below, any new parts provided by the Manufacturer or the Manufacturer's authorised third party will be supplied with the Manufacturer's Warranty. Any defect in the Equipment caused by any such part will need to be raised with the Manufacturer in accordance with the Manufacturer's Warranty.



- 8.3 The warranties above at clause 8.1 and 8.2 will not cover defects or damage arising from:
- 8.3.1 normal wear and tear;
 - 8.3.2 wilful damage or negligence by the Customer or any third party;
 - 8.3.3 use otherwise than as reasonably recommended by the Supplier or the Manufacturer;
 - 8.3.4 failure to follow the Supplier's or Manufacturer's reasonable instructions;
 - 8.3.5 the Customer's continued use of the Equipment after discovery of the defect covered by the warranty; or
 - 8.3.6 any relevant alteration carried out without the Supplier's approval.
- 8.4 If the Supplier recommends work which the Customer does not authorise the Supplier to do, then the warranty in clause 8.1 will not cover any defect or damage arising as a result of that work not being done.
- 8.5 The Supplier's warranty is strictly limited to those Works that the Supplier carries out on behalf of the Customer and the Supplier will not, under this warranty, accept charges for any repairs that the Customer has had undertaken by other third parties.
- 8.6 The Supplier's warranty does not apply to any tyres supplied or to any windscreen repairs carried out.

9 3rd party warranties

- 9.1 If the Customer has the benefit of a warranty in respect of the Equipment from another company (such as the Manufacturer) the carrying out of the Works may affect the Customer's rights under that other warranty.
- 9.2 The Customer therefore must check, and will be deemed to have checked, the terms of any such warranty they may have before instructing the Supplier to carry out the Works.
- 9.3 The Supplier accepts no responsibility for the effect of the Works on any other warranty the Customer may have.

10 Limitation of liability

- 10.1 The extent of the Supplier's liability under or in connection with these Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2 The Supplier shall at all times have in place suitable and valid insurance, including public liability insurance.
- 10.3 The Supplier shall not be liable to the Customer for any loss or damage caused because of the Customer's failure to follow the Supplier's reasonable instructions.



- 10.4 Subject to clause 10.8, the liability of the Supplier shall not exceed the costs of the Works.
- 10.5 Subject to clause 10.8, the Supplier shall not be liable for any consequential, indirect or special loss.
- 10.6 Subject to clause 10.8, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 10.6.1 loss of profit;
 - 10.6.2 loss of revenue;
 - 10.6.3 loss or corruption of data;
 - 10.6.4 loss or corruption of software or systems;
 - 10.6.5 loss or damage to equipment;
 - 10.6.6 loss of use;
 - 10.6.7 loss of production;
 - 10.6.8 loss of contract;
 - 10.6.9 loss of commercial opportunity;
 - 10.6.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 10.6.11 harm to reputation or loss of goodwill; and/or
 - 10.6.12 wasted expenditure.
- 10.7 Except as expressly stated in these Conditions, and subject to clause 10.8, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 10.8 Notwithstanding any other provision of these Conditions, the Supplier's liability shall not be limited in any way in respect of the following:
 - 10.8.1 death or personal injury caused by negligence;
 - 10.8.2 fraud or fraudulent misrepresentation; and
 - 10.8.3 any other losses which cannot be excluded or limited by applicable law.



11 Indemnity

- 11.1 The Customer shall indemnify the Supplier in full in respect of all costs, damages, claims, losses (including all wasted labour costs) and reasonable expenses arising from any breach of these Conditions.
- 11.2 Without prejudice to the generality of clause 11.1 above:
- 11.2.1 should the Customer wish to cancel the Works prior to the Works commencing but after the Contract has been formed, then the Supplier shall be entitled to charge the Customer an abortive fee of £250 plus the costs of any parts already ordered and/or paid for in respect of the Works;
- 11.2.2 should the Customer wish to cancel the Works following the commencement of the Works then the Supplier shall be entitled to charge the Customer an hourly rate of £70 per hour in respect of all labour spent carrying out the Works up until the point of cancellation and the cost of any parts order and/or used up until the point of cancellation;
- 11.2.3 should the Works be carried out at a location other than the Supplier's Premises and should the Supplier be unable to carry out the Works because of the Customer's breach of these Conditions then the Supplier shall be entitled to charge the Customer an abortive fee of £500;
- 11.2.4 should the Supplier agree to collect the Equipment but on arrival at the agreed time and place of collection is unable to do so because either the Equipment is not there, the Supplier cannot reasonably gain access to it, or the Equipment cannot be lawfully driven on the road for any reason then the Supplier shall be entitled to charge the Customer an abortive fee of £500; and
- 11.2.5 if the Works are carried out at the Supplier's Premises and the Customer does not collect, or, where return delivery has previously been agreed, refuses to take delivery of the Equipment following completion of the Works, then the Supplier will be entitled to charge a storage fee of £100 per day the Equipment remains at the Supplier's Premises.
- 11.3 All sums due under this clause 11 will be subject to VAT at the prevailing rate from time to time.

12 Termination

- 12.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:
- 12.1.1 the Customer (including any agents, employees or sub-contractors) behaves in a threatening or abusive manner to the Supplier;
- 12.1.2 the Customer has falsely represented that it is entitled to services that it is not actually entitled to;
- 12.1.3 the Customer owes the Supplier money or has no ability to pay with respect to any services, parts or other matters provided or to be provided by the Supplier;



- 12.1.4 the circumstances surrounding the Equipment, for example its location, are such that provision of the Works would, in the Supplier's reasonable opinion, involve any breach of law or of the rights of any third party, or there is reasonably foreseeable health and safety risk to a third party or to any employee, agent or sub contractor of the Supplier; or
- 12.1.5 the Equipment is in a dangerous, over-laden or unroadworthy condition.
- 12.2 Either party may terminate the Contract at any time by giving notice in writing to the other party if the other party:
 - 12.2.1 the other party commits a material breach of the Contract and such breach is not remediable;
 - 12.2.2 the other party commits a remediable material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or
 - 12.2.3 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 12.2.4 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 12.2.5 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 12.2.6 becomes subject to a moratorium under the Insolvency Act 1986, Part A1;
 - 12.2.7 becomes subject to a restructuring plan under the Companies Act 2006, Part 26A;
 - 12.2.8 becomes subject to a scheme of arrangement under the Companies Act 2006, Part 26;
 - 12.2.9 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 12.2.10 has a resolution passed for its winding up;
 - 12.2.11 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 12.2.12 is subject to any procedure for the taking control of its equipment that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 12.2.13 has a freezing order made against it;
 - 12.2.14 is subject to any events or circumstances analogous to those in clauses 11.4.3 to 11.4.13 in any jurisdiction;



12.2.15 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 11.4.3 to 11.4.14 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

13 Consequences of Termination

13.1 On termination of the Contract:

13.1.1 the Supplier shall make the Equipment available for collection by the Customer or its nominees; and

13.1.2 the Customer shall pay all amounts payable to the Supplier in respect of any sums due in connection with labour already incurred or parts already ordered and/or used.

13.2 On termination of the Contract for any reason the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

13.3 The following Conditions shall survive termination, howsoever caused: clauses 2, 6, 7, 8, 9, 10, 11, 13, 14, 16 – 29.

14 General Data Protection Regulation (GDPR) (EU) 2016/679

Each of the Customer and the Supplier undertakes that it will comply with all applicable data protection laws in connection with the performance of its obligations under the Contract, including the General Data Protection Regulation (GDPR) (EU) 2016/679.

15 Confidential Information

15.1 Each party undertakes that it will keep any information that is confidential in nature concerning the other party and its Affiliates including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans or strategy (Confidential Information) confidential and that it will not use or disclose the other party's Confidential Information to any person, except as permitted by clause 17.2.

15.2 A party may:

15.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under the Contract, provided that such party must ensure that each of its Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 17 as if it were a party;



- 15.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 15.2.3 use Confidential Information only to perform any obligations under set out in the Contract.
- 15.3 Each party recognises that any breach or threatened breach of this clause 17 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 15.4 This clause 15 will bind the parties for a period of five years following termination of the Contract.

16 Anti-Bribery

- 16.1 The Customer will comply with applicable Bribery Laws relating to prevention of bribery and corruption (as updated from time to time), and will use all reasonable endeavours to ensure that:
 - 16.1.1 all of the Customer's personnel;
 - 16.1.2 all of the Customer's subcontractors; and
 - 16.1.3 all others associated with the Customer, involved in performing services or supplying goods for or on behalf of the Customer or otherwise involved with the Contract so comply.
- 16.2 Without limitation to the above clause, the Customer shall not directly or indirectly:
 - 16.2.1 offer, promise or give a bribe, other improper payment or advantage (financial or otherwise) to another person (including any third party);
 - 16.2.2 request, agree to receive or accept any bribe, other improper payment or advantage (financial or otherwise); or
 - 16.2.3 bribe any foreign public official intending to influence that foreign public official in their capacity as a foreign public official and obtain or retain business or an advantage in the conduct of business (including any trade or profession) where the written law applicable to that foreign public official does not permit or require them to be influenced by the relevant offer, promise, gift or advantage, either in the United Kingdom or elsewhere, in breach of applicable Bribery Laws.
- 16.3 The Customer shall implement, maintain and enforce adequate procedures designed to prevent persons associated with the Customer engaging in conduct which contravenes the Bribery Act 2010.
- 16.4 The Customer will immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 18.



17 Dispute Resolution

- 17.1 Any dispute arising between the parties out of or in connection with these Conditions shall be dealt with in accordance with the provisions of this clause 16.
- 17.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution prior to issuing formal legal proceedings.
- 17.4 Within 5 Business Days of service of the notice, representatives of the parties (Representatives) shall meet to discuss the dispute and attempt to resolve it.
- 17.5 Until the parties have completed the steps referred to in clause 17.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration, except that either party may, at any time, seek urgent interim relief from the courts or emergency arbitrator relief.

18 Entire Agreement

- 18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.
- 18.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it, in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

19 Notices

- 19.1 Any notice or other communication given by a party under these Conditions shall:
- 19.1.1 be in writing and in English;
 - 19.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 19.1.3 be sent to the relevant party at the address set out in the Contract.
- 19.2 Notices may be given, and are deemed received:



- 19.2.1 by hand: on receipt of a signature at the time of delivery;
- 19.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 19.2.3 by Royal Mail International Tracked & Signed or Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and
- 19.2.4 by email on the time of transmission, unless after 17:00pm when the email will be deemed received at 9:00am on the next Business Day.
- 19.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 21.1 and shall be effective:
 - 19.3.1 on the date specified in the notice as being the date of such change; or
 - 19.3.2 if no date is so specified, ten Business Days after the notice is deemed to be received.
- 19.4 This clause 19 does not apply to notices given in legal proceedings or arbitration.

20 Announcements

No announcement or other public disclosure concerning the Contract or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of the Supplier, except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.

21 Force Majeure

- 21.1 In these Conditions, Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract. Inability to pay is not Force Majeure.
- 21.2 A party shall not be liable if delayed in or prevented from performing its obligations under the Contract due to Force Majeure, provided that it:
 - 21.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 21.2.2 uses reasonable endeavours to minimise the effects of that event.
- 21.3 If, due to Force Majeure, a party:
 - 21.3.1 is or is likely to be unable to perform a material obligation; or
 - 21.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 20 Business Days, either party may terminate the Contract on not less than four weeks' written notice.



22 Further Assurance

Each party shall, at the request of the other and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to the Contract.

23 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, each party.

24 Assignment

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent. The Supplier may assign, subcontract, or encumber any right or obligation under the Contract, in whole or in part, at any time and without having to obtain the Customer's consent (written or otherwise).

25 Set off

Except as expressly set out in these Conditions, each party must pay all sums that it owes to the other party under these Conditions and any Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26 No Partnership or Agency

Nothing in these Conditions or any Contract constitutes, or shall be deemed to constitute, a partnership between the parties, nor make any party the agent of another party.

27 Severance

If any provision of these Conditions or any Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Conditions and or Contract shall not be affected.

28 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Conditions and or Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under these Conditions and or Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.



29 Third Party Rights

- 29.1 Subject to clause 28.2, no one other than a party to the Contract, their successors and permitted assignees shall have any right to enforce any of its provisions.
- 29.2 The Affiliates of the Supplier shall have the right to enforce the provisions of these Conditions.

30 Governing Law

These Conditions and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

31 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Conditions, its subject matter or formation (including non-contractual disputes or claims).



Quote for Service & Repairs - Acumec Limited

| | |
|---------------------------------------|---|
| Date: | |
| Supplier: | Acumec Limited |
| Supplier's Registered Address: | Unit 3 Brunel Way, Stephenson Industrial Estate, Coalville, Leicestershire, LE67 3HF |
| Supplier Company Number: | 11440217 |
| Supplier VAT Number: | 356375769 |
| Customer: | |
| Customer Order Number: | |
| Location: | |
| Description of Services/Works: | |
| Price: | |

Until payment has been made in full for the equipment, title and ownership of the equipment will remain with the Supplier.

The terms and conditions which apply to and govern the contract between the Supplier and the Customer for the purchase of the above equipment are the terms and conditions of sale found at www.acumec.com/terms. Hard copies can be obtained by contacting info@acumec.com. The parties agree that all other terms and conditions are expressly excluded.

The Customer has read and accepts the terms and conditions found at www.acumec.com/terms.

The Supplier (Acumec):

Authorised Signature

Print Name:

Date:

The Customer:

Authorised Signature

Print Name:

Date: