

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

The Customer's attention is particularly drawn to the provisions of clause 6.

1. DEFINITION

- ▶ **Business Day:** A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- ▶ **Charges:** The charges payable by the Customer for the supply of the Services in accordance with clause 5.
- ▶ **Conditions:** These terms and conditions as amended from time to time. Customer: the person or firm who purchases Services from the Supplier.
- ▶ **Order:** The Customer's order for Services as set out in the Customer's purchase order form, or the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.
- ▶ **Services:** The services supplied by the Supplier to the Customer as set out in the Order.
- ▶ **Supplier:** RGIS Inventory Specialists Ltd registered in the United Kingdom with company number 3859648.

2. BASIS OF CONTRACT

By placing an Order, the Customer expressly agrees to the following Conditions. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order.

These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects.

The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

The Customer shall:

- i. Ensure that the terms of the Order are complete and accurate;
- ii. Co-operate with the Supplier in all matters relating to the Services;
- iii. Provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- iv. Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

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4. CUSTOMER'S OBLIGATIONS (CONTINUED)

- v. Communicate the number of estimated units in advance;
- vi. Prepare the Customer's premises for the supply of the Services; and
- vii. Keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

5. CHARGES AND PAYMENT

The Charges shall be set out in the Order. The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

The Supplier reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Services by giving 1 week written notice to the Customer.

The Supplier shall invoice the Customer on completion of the Services.

The Customer shall pay each invoice submitted by the Supplier a) within 10 days of the date of the invoice; and b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and c) time for payment shall be of the essence.

All amounts payable by the Customer under the Order are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under these Conditions by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under these Conditions by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclay's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

The Customer shall pay all amounts due under these Conditions in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counter-claim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

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6. LIMITATION OF LIABILITY

CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- i. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- ii. Fraud or fraudulent misrepresentation; or
- iii. Breach of the terms implied by section 2 of the Supply of Goods and Supply Services Act 1982 (title and quiet possession).

Subject to the above:

- i. The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Conditions; and
- ii. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Charges paid under the relevant Order.

Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

This clause 6 shall survive termination of the Order.

7. TERMINATION

Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Order on the due date for payment.

8. GENERAL

Force majeure:

- i. For the purposes of these Conditions, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- ii. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event.
- iii. If the Force Majeure Event prevents the Supplier from providing any of the Services for more than two (2) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Order immediately by giving written notice to the Customer.

No partnership: Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

Third parties: A person who is not a party to the Order and these Conditions shall not have any rights under or in connection with it.

Governing law and jurisdiction: These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.