

## HC-One General Terms and Conditions for Goods and Services

### 1. Definitions and interpretation

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 8.00 am to 6.00 pm on any Business Day.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

**Contract:** the contract between the Customer and the Supplier for the sale and purchase of the Goods or Services in accordance with these Conditions.

**Customer:** HC-One Limited (registered in England and Wales with company number 07712656) or any of their affiliates.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Date:** the date specified in the Order, or, if none is specified, within 3 business days of the date of the Order.

**Delivery Location:** the address for delivery of Goods or Services as set out in the Order.

**Goods** the goods, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Order.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for the Goods or Services, as set out in the Customer's purchase order form.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Order.

**Specification:** any specification for the Goods or Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Supplier:** the person or firm from whom the Customer purchases the Goods or Services or Services.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

## 1.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written excludes fax.

## 2. Basis of contract

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

2.2 The Order constitutes an offer by the Customer to purchase the Goods or Services in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Order; and
- (b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

### **3. Goods/services being supplied**

3.1 In providing the Goods or Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Goods or Services, and comply with all instructions of the Customer;
- (b) meet any performance dates for the Goods or Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- (c) correspond with their description and any applicable Specification;
- (d) be of satisfactory quality (within the meaning of the Sale of Goods or Services Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (e) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- (f) comply with all applicable statutory, regulatory requirements and industry codes and best practice relating to the manufacture, labelling, packaging, storage, handling, delivery, quality and safety of the Goods or Services.
- (g) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (h) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (i) ensure that the Goods or Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (j) provide all equipment, tools and vehicles and such other items as are required to provide the Goods or Services;
- (k) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and

used in the Goods or Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

- (l) obtain and at all times maintain all licences and consents which may be required for the provision of the Goods or Services;
  - (m) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
  - (n) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (Customer Materials) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
  - (o) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Goods or Services;
- 3.2 The Customer retains the right to inspect and test the Goods or Services before delivery. The Supplier shall uphold full responsibility for the Goods or Services, notwithstanding any such inspection or testing. Such inspection or testing shall not diminish or alter the Supplier's obligations under the Contract.
- 3.3 If following such inspection or testing the Customer considers that the Goods or Services do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **4. Delivery**

- 4.1 The Supplier shall ensure that:
- (a) the Goods or Services are appropriately packed and secured in such manner as to enable them to reach their destination in good condition;
  - (b) each delivery of the Goods or Services is accompanied by a delivery note which shows the date of the Order, the Order number (if applicable), the type and quantity of the Goods or Services (including the product code number of the Goods or Services, where applicable), special storage instructions (if applicable) and, if the Goods or Services

are being delivered by instalments, the outstanding balance of Goods or Services remaining to be delivered; and

- (c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods or Services:

- (a) on or before its relevant Delivery Date;
- (b) at the Delivery Location;
- (c) to a member of staff and
- (d) during the Customer's normal business hours, or as instructed by the Customer.

4.3 Delivery of the Goods or Services shall be completed on the completion of unloading the Goods or Services at the Delivery Location.

4.4 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods or Services ordered, the Customer may reject the Goods or Services; or
- (b) delivers more than 100% of the quantity of Goods or Services ordered, the Customer may at its discretion reject the Goods or Services or the excess Goods or Services and any rejected Goods or Services shall be returnable at the Supplier's risk and expense.

If the Supplier delivers more or less than the quantity of Goods or Services ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods or Services.

4.5 The Supplier shall not deliver the Goods or Services in instalments without the Customer's prior written consent. Where it is agreed that the Goods or Services are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

4.6 4.6 The Supplier shall promptly notify the Customer of any anticipated delays in delivery of Goods or Services, providing reasons for such delays and proposing a revised delivery schedule for the affected Goods or Services. In the event of a delay in delivery that is caused by circumstances within the Supplier's control,

the Supplier shall take all reasonable measures to expedite the delivery process and minimize any potential impact on the Customer.

- 4.7 The Supplier shall ensure that the Goods are appropriately labelled, marked, and accompanied by all necessary documentation for proper identification, handling, and compliance with applicable regulations.

## **5. Customer remedies**

- 5.1 If the Goods or Services are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods or Services, the Customer may exercise any one or more of the following rights and remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods or Services (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods or Services, or to provide a full refund of the price of the rejected Goods or Services (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute Goods or Services from a third party;
- (f) to require a refund from the Supplier of sums paid in advance for Goods or Services that the Supplier has not provided; and
- (g) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

- 5.2 These Conditions shall apply to any repaired or replacement Goods or Services supplied by the Supplier.

- 5.3 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

- 5.4 The Customer's exercise of any remedy under this clause shall not prejudice its right to subsequently exercise any other remedy.

## 6. Title and risk

Title and risk in the Goods or Services shall be transferred from the Supplier to the Customer upon the successful completion of delivery to the designated Delivery Location

## 7. Price and payment

7.1 The price of the Goods or Services shall be the price set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of delivery of the Goods and performance of the Services.

7.2 The price of the Goods or Services:

- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of packaging, insurance and carriage of the Goods or Services.

7.3 No additional charges shall be effective unless agreed in writing with the Customer.

7.4 The Supplier may invoice the Customer for the price of the Goods or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

7.5 The Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

7.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to



the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **8. Intellectual property rights**

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Contract (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 8.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 8.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Goods or Services to the Customer.
- 8.4 All Customer Materials are the exclusive property of the Customer.

## **9. Indemnity**

- 9.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or Services, to the extent that the defects in the



Goods or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

## **10. Insurance**

10.1 During the Term the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

- (a) public liability insurance with a limit of at least £5 million a claim;
- (b) where Goods are being supplied, product liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year;
- (c) professional indemnity insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year; and
- (d) employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year.

10.2 The Supplier shall ensure that the Customer's interest is properly noted on each insurance policy, or that a generic interest clause has been included. At the written request of the Customer, the Supplier shall provide the Customer with a copy of each insurance policy. On the renewal of each policy, the Supplier shall within 10 business days send a copy of the receipt of the premium paid by the Supplier to the Customer.

10.3 Breach of clause 10.2 shall constitute an irremediable material breach of the Contract.

10.4 In the event that an insurer becomes insolvent or is unable to fulfil its obligations under the insurance policies, the Supplier shall take appropriate steps to ensure the continued coverage of the required insurance.

## **11. Confidentiality**

11.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to

any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.4 The Supplier will not use the Customers name without the written permission of the Customer in connection with promotional, advertising or other marketing material.

## **12. Compliance with relevant laws and policies**

12.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes in force from time to time and
- (b) adhere to the h the Mandatory Policies.

12.2 Breach of clause 12.1 shall constitute an irremediable material breach of the Contract.

## **13. Termination**

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods or Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

- 13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Supplier being notified in writing to do so;
  - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;
  - (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.3 For the purposes of clause 13.2 written notice excludes email.
- 13.4 On termination of the Contract for any reason or on expiry, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 14. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for the performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days written notice to the affected party.

## 15. General

### 15.1 Assignment and other dealings

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

15.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

### 15.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

15.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

### 15.5 Waiver.

- (a) A waiver of any right or remedy is only effective if given in writing.

- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**15.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**15.7 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15.8 Third party rights.**

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**15.9 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.



**15.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.