

OAKFORD ECOTECH LIMITED

TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES AND/OR GOODS

The Customer's attention is drawn in particular to the provisions of Clause 14

1. Definitions and Interpretation

- 1.1 In these Conditions, the following definitions apply:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Commencement Date" shall have the meaning ascribed to it in Clause **Error! Reference source not found.**;

"Conditions" means the terms and conditions set out in this document;

"Contract" means the contract between the Supplier and the Customer for the sale and purchase of the Services and/or Goods in accordance with these Conditions;

"Customer" means the person or firm who purchases the Services and/or Goods from the Supplier;

"Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable;

"Goods" means the goods (or any part of them) set out in the Order;

"Order" means the Customer's order for the supply of Services and/or Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be;

"Property" means the Customer's property at which the Services and/or Goods are to be supplied, as set out in the Order;

"Services" means the services to be provided by the Supplier, as set out in the Order; and

"Supplier" means Oakford EcoTech Limited, a private company limited by shares, incorporated in England and Wales with company number 16408354 its registered office

address at The Manor House, Potterne, Wiltshire, SN10 5PN.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- (c) 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.
- (d) A reference to **writing** or **written** includes email.

2. Basis of Contract

- 2.1 In response to an enquiry issued by the Customer, the Supplier may issue a quotation which shall be effective from its date of issue for the period of time set out in that quotation. If not accepted by the Customer within the specified period of time, that quotation shall automatically lapse and be of no effect.
- 2.2 Quotations issued by the Supplier and any Orders issued by the Customer are not legally binding upon either party. A Contract shall take effect and become legally binding on the parties only when the Supplier issues written acceptance of the Order.
- 2.3 These Conditions apply to the Contract 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.

- 2.4 All of these Conditions shall apply to the supply of both Services and Goods except where application to one or the other is specified.
- 2.5 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.6 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained on the Supplier's website, or in catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

3. Supply of Services

- 3.1 The Supplier shall provide the Services to the Customer in accordance with the specification set out in the Order in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or regulatory 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.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

4. Customer's Obligations

- 4.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier, its employees, consultants, subcontractors or agents, with access to the Property and such other facilities as may be reasonably required by the Supplier to provide the Services;
- (c) ensure that all necessary and adequate back-up copies of system, programme and data files are taken;
- (d) ensure that power supplied to the computer and ancillary equipment used in respect of the Services is of a stable nature and not subject to interference from other electrical or electronic equipment;
- (e) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) prepare the Property for the supply of the Services, and ensure that, at the time the Services need to be provided, the Supplier will be able to provide the Services at the Property;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (h) keep and maintain all materials, equipment, documents and other property of the Supplier (the **"Supplier Materials"**) at the Property 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.

All Supplier Materials are the exclusive property of the Supplier.

5. Goods

- 5.1 The Goods are described in the Supplier's catalogue or other marketing materials.
- 5.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or in line with any manufacturer's amendments.
- 5.3 The Supplier may, at the request of the Customer, provide technical advice to the Customer regarding use of the Goods, provided that such advice is given at the Customer's sole risk and the Supplier shall not be liable for any loss, damage or claim arising therefrom.

6. Delivery & Carriage

- 6.1 The Supplier shall deliver the Goods to the Property or such other location as the parties may agree (the **"Delivery Location"**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 6.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 6.3 The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Supplier delivers fewer of the Goods than was ordered by the Customer or the Goods were damaged prior to arrival at the Delivery Location, the Customer must inform the Supplier in writing within three Business Days of delivery.

7. Cancellation

The Customer shall not be entitled to cancel any consignment of Services and/or Goods without the agreement of the Supplier, whereupon the Supplier shall be entitled to charge the Customer an amount up to 50% of the total price payable under the Order, together with all costs incurred

with third parties by the Supplier pursuant to it.

8. Warranty & Claims

- 8.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery, or such other period as may be specified in the Order (the **"Warranty Period"**), the Goods shall:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by the Supplier.

8.2 Subject to Clause 8.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 8.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's expense,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Whilst the Supplier will deal with any Customer's notice within a reasonable time period, the Customer accepts that the involvement of the Supplier's insurers may delay resolution of its claim.

8.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in Clause 8.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with Clause 8.2;
- (b) the defect arises because the Customer failed to follow the

- Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 8.4 Except as provided in this Clause 8, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 8.1.
- 8.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 9. Risk & Retention of Title**
- 9.1 The risk in the Goods shall pass to the Customer upon completion of delivery.
- 9.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Supplier immediately if the Customer becomes subject to any of the events listed in Clause 12.1(d); and
 - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 9.4 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Clause 12.1(d), then, without limiting any other right or remedy the Supplier may have:
- (a) the Customer's right to use the Goods in the ordinary course of its business ceases immediately; and
 - (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 10. Software & Third Party Rights**
- 10.1 It shall be the responsibility of the Customer to confirm that all software or programs supplied pursuant to an Order suit the Customer's purposes prior to purchasing them.
- 10.2 The Customer undertakes to comply strictly with any licence requirements on software supplied by the Supplier that are imposed by the Supplier or any third party from whom the software has been originally licensed.
- 10.3 The Customer shall keep the Supplier indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 Supplier as a result of or in connection with:

- (a) any claim brought against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors; and
 - (b) any claim made against the Supplier by a third party arising out of, or in connection with, the supply of the 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 Customer, its employees, agents or subcontractors.
- 10.4 This Clause 10 shall survive termination of the Contract.
- 11. Price & Payment**
- 11.1 The price of the Services and/or Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 11.2 The Supplier may, by giving written notice to the Customer at any time before delivery, increase the price of Services and/or Goods to reflect any increase in the cost of Services and/or Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, or increases in the prices that the Supplier has to pay its suppliers for the Services and/or Goods or any component of them);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Services and/or Goods ordered, or the specification thereof; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 11.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 11.4 The price of Services and/or Goods is exclusive of amounts in respect of value added tax ("**VAT**"). 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 Goods.
- 11.5 The Supplier may invoice the Customer for:
- (a) the Goods on or at any time after the completion of delivery; and
 - (b) the Services in accordance with any timeframes set out in the Order, failing which the Supplier shall invoice the Customer in advance each month for the Services to be provided.
- 11.6 The Customer shall pay the invoice in full and in cleared funds upon delivery or, in the case of a Customer with a credit account, within 14 days from the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 11.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment then, without limiting any other right or remedy of the Supplier, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 11.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

12. Termination & Suspension

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

- (a) 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 after being notified in writing to do so;
- (b) breach is remediable) fails to remedy that breach within 14 days after being notified in writing to do so;
- (c) repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (d) 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 or its entering a procedure in any jurisdiction with a similar effect to a procedure listed the above;
- (e) suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

12.2 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

12.3 On termination of the Contract for any reason the Customer shall

immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and/or Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

12.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. Data Protection

13.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) as retained in UK law. This Clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

14. Limitation of Liability

14.1 Nothing in these Conditions shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

- (d) defective products under the Consumer Protection Act 1987; or
- (e) any liability that legally cannot be limited or excluded.

14.2 Subject to Clause 14.1:

- (a) 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 the Contract; and
- (b) the Supplier's total liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed whichever is the lower of (i) £10,000 or (ii) the total price paid by the Customer for the Services and/or Goods under the Contract in the period of 12 months prior to the date on which the relevant claim first arose.

14.3 The Supplier has given commitments as to compliance of the Services and Goods with relevant specifications in Clauses 3 and 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15. Assignment

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, 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 Supplier.

16. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.

17. Waiver

17.1 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.

18. Third parties

18.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

19. Governing Law & Jurisdiction

19.1 The Contract, 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 the law of England and Wales.

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