

M3 CHANGEPARTS LTD

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND THE SUPPLY OF SERVICES

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

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 9.00 am UK time to 5.00 pm UK time on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Competent Authority: any supranational, statutory national, local or municipal government body, agency, court, department, official or public or statutory person, police, or other authority in any jurisdiction having authority over the Parties (or any one of them) or having responsibility for the regulation or governance of any aspect of the performance of the Contract.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.11.

Confidential Information: all information which is imparted or obtained under or in connection with this Contract on, before or after the Commencement Date in confidence (whether in writing, visual, oral, electronic or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of any of the Parties, including in particular, but not limited to, the terms of this Contract, all know-how, trade secrets, products, operations, processes, product information, designs, concepts, information regarding M3 Materials, M3's equipment and premises and unpublished information relating to any of the Parties' Intellectual Property Rights, and any other commercial, financial or technical information relating to the business or prospective business of any of the Parties.

Contract: the contract between M3 and the Client for the supply of Goods or Services or Goods and Services in accordance with these Conditions and the Quote.

control: when used in the expression **change of control**, has the meaning given in section 1124 of the Corporation Tax Act 2010.

Client: the company, firm, organisation, or individual who purchases the Goods or Services or Goods and Services from M3.

Deliverables: the deliverables set out in the Quote produced by M3 for the Client.

Delivery Date: has meaning given in clause 3.1(e)

Delivery Location: has the meaning given in clause 3.1(d).

Force Majeure Event: any circumstance not within M3's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this circumstance or those of its subcontractors); (h) non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.

Goods: the goods (or any part of them) set out in the Quote (including any Second-Hand Goods) and further particularised by any Goods Specification.

Goods Specification: any specification for the Goods, including any relevant plans or drawings as agreed by the Parties in writing.

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.

M3: M3 Changeparts Ltd registered in England and Wales with company number 05567554.

M3 Materials: has the meaning given in clause 6.1(a)(xvi).

Order: the Client's order (whether in writing or otherwise) for the supply of goods or services or goods and services from M3.

Quote: means M3's written quotation or proposal for the sale of Goods and/or Services issued to the Client from time to time.

Second-Hand Goods: the second-hand, used, or previously commissioned goods set out in the Quote and further particularised by any Goods Specification.

Services: the services, including the Deliverables, supplied by M3 to the Client as set out in the Quote.

Service Specification: the description or specification for the Services as agreed by the Parties.

1.1 Interpretation:

- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a Party includes its personal or legal representatives, successors and permitted assigns.
- 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.
- 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.
- A reference to **writing** or **written** excludes fax but not email.
- Each of M3 and the Client shall be a **Party** and together M3 and the Client shall be the **Parties**.

2. BASIS OF CONTRACT

- The Client shall place an Order with M3 for the purchase goods or services or goods and services from M3 in accordance with these Conditions.
- Subject to clause 2.4, following the actual receipt of any Order by M3, M3 shall prepare a Quote and send the Quote to the Client. A Quote shall constitute an offer by M3 to supply the Goods or Services or Goods and Services to the Client.
- The Quote shall be deemed to be accepted by the Client upon the earliest of: (i) expressly accepting the Quote (in writing or otherwise); (ii) impliedly accepting the Quote and M3 begins to supply the Goods and/or Services as set out in the Quote; (iii) receiving the delivery of the Goods at the Delivery Location; or (iv) receiving the delivery of the Services. When a Quote is accepted by the Client, the Contract shall come into existence on the date upon which M3 sent the Quote to the Client (**Commencement Date**).
- M3 may accept or reject an Order at its sole and absolute discretion. A Contract shall not come into force between M3 and the Client unless and until the Quote is accepted by the Client in accordance with clause 2.3 above.

- Any samples, drawings, descriptive matter, marketing, or advertising issued by M3 and any descriptions of the goods that M3 is capable of supplying or illustrations or descriptions of the services that M3 is capable of supplying contained in M3's portfolio, website, channels, or materials are issued or published for the sole purpose of giving an approximate idea of the goods and/or services that M3 is capable of supplying. They shall not form part of the Contract nor have any contractual force.

- These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. For the avoidance of doubt, upon the Commencement Date, the Client acknowledges and agrees that these Conditions: (i) supersede any previously issued terms and conditions and no terms of conditions endorsed on, delivered with, or contained in the Client's purchase conditions, Order, confirmation of the Quote, acceptance of Quote, specification or other document shall form part of the Contract; (ii) are the only Conditions upon which the Parties are prepared to deal with one another.

- All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- The Client waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Client that is inconsistent with these Conditions.

3. GOODS – DELIVERY OF GOODS AND QUALITY OF GOODS

- In the event that the Quote sets out that the Client shall purchase Goods from M3 the following clauses shall apply:

- the Goods are as described in the Goods Specification unless amended by M3 from time to time;
- M3 reserves the right to amend the Goods Specification at any time for its convenience, and M3 shall notify the Client in any such event. In the event of any such amendment by M3, the Client shall continue to provide the indemnity as described in clause 6.1(e)(vii);
- M3 shall use reasonable endeavours to ensure that: (i) each delivery of the Goods is made as specified in the Quote; and (ii) if M3 requires the Client to return any packaging materials to M3, that fact is clearly stated on the delivery note (the Client shall make any such packaging materials available for collection at such times as M3 shall request, and returns of packaging materials shall be at the Client's cost and expense);
- M3 shall deliver the Goods to the location set out in the Quote or such other location as the Parties may agree in writing (**Delivery Location**) at any time after M3 notifies the Client that the Goods are ready;
- delivery of the Goods shall be completed on arrivals of the Goods at the Delivery Location (**Delivery Date**);
- any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. M3 shall not be liable for any delay in delivery of the Goods that is caused by or arising from: (i) a Client Default; (ii) a Force Majeure Event; (iii) the Client's failure to provide M3 the recommended amount of lead time as recommended by M3 from time to time; (iv) the transit of the Goods via road, rail or sea; (v) clearing customs, border crossings, border controls, ports of entry or exit, or other similar areas or locations where goods are inspected, processed, or taxed by government officials; and/or (vi) the Client's failure to provide M3 with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
- if M3 fails to deliver the Goods, its liability shall be limited to the reasonable costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. M3 shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide M3 with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
- if the Client fails to accept delivery of the Goods upon M3's notification to the Client that the Goods are ready for delivery, then except where such failure or delay is caused by a Force Majeure Event or by M3's failure to comply with its obligations under the Contract in respect of the Goods: (i) delivery of the Goods shall be deemed to have been completed at 9.00 am UK time on the Business Day following the day on which M3 notified the Client that the Goods were ready; and (ii) M3 shall store the Goods until actual delivery takes place, and charge the Client, and the Client shall pay, for all related costs and expenses (including, but not limited to, insurance);
- if after the day on which M3 notified the Client that the Goods were ready for delivery the Client has not accepted actual delivery of them, M3 may resell or otherwise dispose of part or all of the Goods and, after deducting any storage and selling costs and expenses, charge the Client, and the Client shall pay, for any shortfall below the price of the Goods;
- if specified in the Quote, M3 may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment;
- subject to clause 3.2, M3 shall use reasonable endeavours to ensure that on delivery the Goods shall conform in all material respects with the Goods Specification;
- subject to clause 3.1(m), if: (i) the Client gives notice in writing to M3 within a reasonable time of discovery that some or all of the Goods do not comply with clause 3.1(k); (ii) M3 is given a reasonable opportunity of examining such Goods; and (iii) the Client (if asked to do so by M3) returns such Goods to M3's place of business at the Client's cost and expense, M3 shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods;
- M3 shall not be liable for the Goods' failure to comply with clause 3.1(k) if: (i) the Client makes any further use of such Goods after giving a notice in accordance with clause 3.1(i); (ii) the defect arises because the Client failed to follow M3's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) best trade practice regarding the same; (iii) the defect arises as a result of M3 following any drawing, design or specification supplied by the Client; (iv) the Client alters or repairs such Goods without the written consent of M3; (v) the defect arises as a result of fair wear and tear, visible damage by the Client, negligence on part of the Client, or abnormal working conditions of the Client; or (vi) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; and
- the Parties acknowledge and agree that clauses 3.1(a) to 3.1(m) (inclusive) shall apply to any repaired or replacement Goods supplied by M3.

- In the event that the Quote sets out that M3 shall source, procure, supply, refurbish, modify and/or install Second-Hand Goods the following clauses shall apply:

- The Client acknowledges and agrees that:
 - the Second-Hand Goods are not newly manufactured and may exhibit wear, deterioration, cosmetic defects, reduced efficiency, obsolete components and other conditions consistent with its age, prior use and operational history;
 - M3 may be acting solely as a sourcing and procurement agent in obtaining the Second-Hand Goods on the Client's behalf from third-party sellers, auction houses, brokers, dealers or other suppliers;
 - availability of Second-Hand Goods is dependent upon market conditions and M3 does not guarantee the availability of any particular item until purchase has been completed; and
 - the Client has been given the opportunity to inspect, or request information regarding, the Second-Hand Goods prior to purchase and accepts the condition of the Second-Hand Goods subject only to any express warranties set out in the Contract solely in respect of Second-Hand Goods;
- Unless expressly stated otherwise in the Contract, all Second-Hand Goods are supplied on an "as is, where is" basis and, to the maximum extent permitted by applicable law:
 - M3 excludes all warranties, representations, guarantees and conditions, whether express or implied, concerning the Second-Hand Goods, including any implied warranties or conditions relating to quality,

condition, performance, merchantability, satisfactory quality, fitness for purpose, conformity to description, non-infringement or operational life;

- M3 makes no representation that the Second-Hand Goods will be free from defects, compatible with the Client's existing operations, compliant with current laws, regulations or industry standards, or capable of achieving any specified throughput, performance levels or production outputs; and
- any descriptions, photographs, specifications, age details, operating history, maintenance records, performance data or other information concerning the Second-Hand Goods are provided for information purposes only and shall not constitute a warranty or representation unless expressly incorporated into the Contract;
- any manufacturer's warranty, seller warranty or other third-party warranty relating to the Second-Hand Goods shall, to the extent assignable, be passed through to the Client. M3 shall have no obligation to provide any warranty beyond any express warranty specifically stated in the Contract;
- the Client shall be responsible for assessing and satisfying itself as to the suitability, specification, condition, capacity and fitness of the Second-Hand Goods for its intended purpose and operating environment. M3 shall have no liability arising from the Client's selection or use of the Second-Hand Goods; and
- where M3 procures Second-Hand Goods on behalf of the Client:
 - the Client shall reimburse M3 on demand for all purchase costs, transportation costs, inspection costs, dismantling costs, refurbishment costs, duties, taxes and other expenses incurred in connection with the procurement of the Second-Hand Goods;
 - orders for Second-Hand Goods may not be cancelled once M3 has committed to purchase the equipment from a third party; and
 - all amounts paid or committed by M3 in relation to the procurement of the Second-Hand Goods shall be non-refundable except to the extent recovered by M3 from the relevant third party.

4. TITLE AND RISK

- In the event that the Quote sets out that the Client shall purchase the Goods the following clauses shall apply:

- the risk (including risk of loss, theft, damage, or destruction) in the Goods shall pass to the Client on the Commencement Date;
- the title to the Goods shall not pass to the Client until M3 receives payment in full (in cash or cleared funds) for the Goods and any other goods that M3 has supplied to the Client in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;
- until title to the Goods has passed to the Client, the Client shall where applicable: (i) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as M3's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on M3's behalf from the date of delivery; (iv) notify M3 immediately if it becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d); and (v) give M3 such information as M3 may require from time to time relating to: (1) the Goods; and (2) the ongoing financial position of the Client; and
- at any time before title to the Goods passes to the Client, M3 may require the Client to deliver up all Goods in its possession and if the Client fails to do so promptly, enter (and the Client shall procure entry of) any premises of the Client or of any third party where the Goods are stored in order to recover them.

5. SUPPLY OF SERVICES

- In the event that the Quote sets out that the Client shall receive the supply of the Services from M3 the following clauses shall apply:

- M3 shall use reasonable endeavours to supply the Services to the Client: (i) in accordance with the Service Specification in all material respects; and (ii) using reasonable care and skill;
- M3 shall use reasonable endeavours to meet any performance dates for the Services specified in the Quote, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services; and
- M3 reserves the right to amend the Service Specification at any time and M3 shall notify the Client in any such event.

6. CLIENT'S OBLIGATIONS

- In the event that the Quote sets out that the Client shall purchase and/or shall receive the supply of the Services from M3 the following clauses shall apply:

- the Client represents, warrants, and undertakes that it shall:
 - ensure that the Order, the Quote, and any information it provides in either or both of the Service Specification and the Goods Specification are complete and accurate;
 - ensure that M3's use and supply of the Goods and/or Services in accordance with the Service Specification, the Goods Specification, and the instructions, requests, directions of the Client shall not infringe the rights, including (without limitation) any Intellectual Property Rights, of any third party;
 - co-operate reasonably, in good faith, in a timely manner with M3 in all matters and comply with M3's requests, instructions, and directions from time to time;
 - the individual who makes the Order and/or accepts the Quote shall have authority to contractually bind the Client;
 - provide, or promptly procure the provision to, M3, its employees, agents, consultants and subcontractors, with access to the relevant premises, site, venue, and other facilities as required by M3 to supply the Goods and/or Services;
 - provide M3 with such information and materials as M3 may require, and ensure that such information is complete and accurate in all material respects;
 - prepare, or promptly procure the preparation of, the relevant premises, site, venue, or other facility for the supply of the Goods and/or Services;
 - obtain and maintain all necessary licences, permissions, approvals, authorisations, and consents which may be required for the supply of the Goods and/or Services before the Delivery Date and/or the date on which the Services are to start (including, but not limited to, import licences and export licences);
 - without limiting clauses 6.1(a)(iii) and 6.1(a)(vii), the Client shall at its own cost provide to M3, or (where local laws or regulations require M3 to do so) assist in good faith M3 in procuring, any licences, permissions, approvals, authorisations, consents and/or documents necessary under applicable laws and regulations for M3 to export the Goods to the Delivery Location and/or to supply the Services in accordance with such laws and regulations;
 - observe and comply with all applicable laws, including (without limitation) health and safety laws and data protection laws;
 - not use the Goods or receive the Services for any unlawful, indecent, or improper purpose;
 - inform M3 of all policies and procedures in place at the relevant premises, site, venue, or other facility where the Services are to be supplied and/or the Delivery Location within a reasonable period before the Delivery Date and/or the date on which the Services are to start;

- (xiii) not do anything which might invalidate any insurance maintained by M3 or which might increase the relevant insurance premium payable by M3;
- (xiv) not do anything that is reasonably suspected by M3 (in M3's sole discretion) to: (1) have an adverse or detrimental impact on the activities, image, or reputation of M3 or M3's officers, directors, employees, consultants or subcontractors; or (2) bring M3 (or its officers, directors, employees, consultants or subcontractors) into disrepute;
- (xv) attend all meetings requested on reasonable notice by M3;
- (xvi) keep all materials, equipment, documents and other property of M3 (**M3 Materials**), or procure that M3 Materials are kept, at the relevant premises, site, venue, or other facility in safe custody at the Client's own risk, maintain (or procure the maintenance of) M3 Materials in excellent condition until returned to M3, and not dispose of or use M3 Materials (or procure that M3 Materials are not disposed of or used) other than in accordance with M3's written instructions or authorisation;
- (xvii) comply with any additional obligations as set out in the Service Specification, the Goods Specification, and/or the Quote; and
- (xviii) not, without the prior written consent of M3, at any time from the date of this Contract to the expiry of twelve (12) months after the termination of this Contract, solicit or entice away from M3 or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of M3 in the provision of the Services and/or the supply of the Goods;
- (b) if M3's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any obligation (**Client Default**) without limiting or affecting any other right or remedy available to it, M3 shall have the right to suspend performance of the Services or the supply of the Goods until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays M3's performance of any of its obligations;
- (c) M3 shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from M3's failure or delay to perform any of its obligations as set out in this clause 6.1(b);
- (d) the Client shall reimburse M3 on written demand for any costs or losses sustained or incurred by M3 arising directly or indirectly from the Client Default; and
- (e) the Client shall indemnify, and keep indemnified, on demand M3 and its officers, directors, employees, consultants, or subcontractors (each an **Indemnified Person**) for any and all liabilities, damages, expenses, claims and/or losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, loss of opportunity to deploy resources elsewhere and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by an Indemnified Person arising out of or in connection with: (i) the Client's fraud, negligence or failure to perform, or delay in the performance of, any of its obligations under a Contract; (ii) any complaints and/or claims by any third party; (iii) any enquiry or investigation by any Competent Authority regarding any alleged or actual breach by either the Client or M3 of any applicable laws and/or regulations as a result of any act or omission of the Client; (iv) any unauthorised grant and/or use of M3's Intellectual Property Rights by the Client, including any losses, costs, charges and expenses suffered as a result of defending or settling a claim alleging such a liability; (v) any fines and/or sanctions imposed on M3 by any Competent Authority due to an act or omission of the Client, in breach of a Contract; (vi) the acts and omissions of any Client employees, agents or subcontractors present at the relevant premises, site, venue or other facility and/or the surrounding areas at the times and dates upon which M3 or its officers, directors, employees, consultants, or subcontractors are supply the Goods and/or Services under the Contract; (vii) any claim made against M3 for actual or alleged infringement of a third party's rights (including, without limitation, Intellectual Property Rights) arising out of or in connection with M3's use of the Goods Specification, Service Specification, or M3 following the instructions, requests, terms, or directions of the Client from time to time. This clause shall survive termination of the Contract; and (viii) any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by the Client or its officers, employees, agents and contractors.
- ## 7. CHARGES AND PAYMENT
- 7.1 In the event that the Quote sets out that the Client shall purchase Goods from M3 the following clauses shall apply:
- (a) the price for Goods: (i) shall be the price set out in the Quote (save for any increase in the price of the Goods set out in clause 7.1(b) below); and (ii) unless as otherwise set out in a Quote, shall be exclusive of all costs and charges of packaging, insurance, transport, import or export, or storage which shall be invoiced to the Client, and paid by the Client; and
- (b) M3 reserves the right to increase the price of the Goods, by giving notice to the Client at any time before the Delivery Date, to reflect any increase in the cost of the Goods to M3 that is due to: (1) any factor beyond the control of M3 (including, without limitation, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (2) any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or (3) any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give M3 adequate or accurate information or instructions in respect of the Goods. M3 shall invoice the Client for any such increase in the price of the Goods, and the Client shall pay such invoice within forty-eight (48) hours unless otherwise agreed.
- 7.2 In the event that the Quote sets out that the Client shall receive a supply of Services from M3 the following clauses shall apply:
- (a) the charges for Services shall be calculated on a time and materials basis and shall be as set out in the Quote;
- (b) M3 shall be entitled to charge the Client for, and the Client shall pay on demand, any expenses incurred by the individuals whom M3 engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by M3 for the performance of the Services; and for the cost of any materials; and
- (c) M3 reserves the right to increase the price of the Services, by giving notice to the Client at any time before the performance of the Services, to reflect any increase in the cost of the Services to M3 that is due to: (1) any factor beyond the control of M3 (including, without limitation, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other costs); (2) any request by the Client to change the delivery date(s), quantities or types of Services ordered, or the Service Specification; or (3) any delay caused by any instructions of the Client in respect of the Services or failure of the Client to give M3 adequate or accurate information or instructions in respect of the Services. M3 shall invoice the Client for any such increase in the price of the Services, and the Client shall pay such invoice within forty-eight (48) hours unless otherwise agreed.
- 7.3 The Client shall pay each invoice submitted by M3 in full and in cleared funds in accordance with the terms set out in the Quote or the particular invoice. In the event that no specific terms are set out in the Quote, the Client shall pay each invoice by M3 in full and in cleared funds within thirty (30) days of the date of the invoice.
- 7.4 The Client acknowledges and agrees that the time for payment shall be of the essence of the Contract.
- 7.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by M3 to the Client, the Client shall pay to M3 such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Goods, as applicable, at the same time as payment is due for the supply of the Services and/or Goods.
- 7.6 All amounts payable by the Client under the Contract are exclusive of any other applicable taxes and duties or similar charges which shall be payable by the Client at the rate as made known to the Client from time to time.
- 7.7 The Client acknowledges and agrees that all amounts due to M3 under the Contract shall be paid in full on the due date for payment without any set-off, counterclaim, refund, or deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by M3.
- 8.2 M3 grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, revocable licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.
- 8.3 The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 8.2.
- 8.4 The Client grants M3 a fully paid-up, non-exclusive, royalty-free non-transferable licence to use, copy, and modify any materials provided by the Client to M3 for the duration of the Contract for the purpose of: (i) providing the Services to the Client; and (ii) clause 13.8(i).
- ## 9. LIMITATION OF LIABILITY
- 9.1 The limits and exclusions in this clause reflect the insurance cover M3 has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess liability.
- 9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 The Client may not benefit from the limitations and exclusions set out in this clause 9 in respect of any liability arising from its deliberate default.
- 9.4 Nothing in the Contract limits any liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that legally cannot be limited; (d) any indemnities provided by the Client to M3; (e) any breaches of clauses 12 and/or 13.8.
- 9.5 Subject to clause 9.4, M3's total liability to the Client shall not exceed the lesser of: (i) £10,000 (ten thousand pounds sterling); or (ii) the total amount actually paid in full and cleared funds by the Client to M3.
- 9.6 The following types of loss are wholly excluded from M3's liability to the Client: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) wasted expenditure; (vi) loss of use or corruption of software, data or information; (vii) infringement of a third party's rights (including, but not limited to, Intellectual Property Rights); (viii) loss of, depletion of, or damage to goodwill; (ix) loss of production; (x) loss of revenue; (xi) loss arising from business interruption; (xii) loss arising from or related to the condition, operation, failure, or performance of any Second-Hand Goods; and (xiii) any special, indirect or consequential loss, costs, damages, charges, or expenses.
- 9.7 The Client acknowledges and agrees that 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.
- 9.8 This clause 9 shall survive termination of the Contract.

10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, M3 may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified to do so;
- (b) the Client 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (d) the Client'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;
- (e) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (f) there is a change of control of the Client.
- 10.2 Without affecting any other right or remedy available to it, M3 may suspend the supply of Services or supply of the Goods (in whole or in part) under the Contract or any other contract between the Client and M3 without any liability to the Client if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or M3 believes that the Client is about to become subject to any of them.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination of the Contract: (i) the Client shall immediately pay to M3 all of M3's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, M3 shall submit an invoice, which shall be payable by the Client immediately on receipt; (ii) the Client shall return all of M3 Materials and any Deliverables or Goods which have not been fully paid for. If the Client fails to do so, then M3 may enter (and the Client shall procure such entry of) the premises where such Deliverables and/or Goods are and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose.
- 11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the Parties that have accrued up to the date of 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.
- 11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- ## 12. CONFIDENTIALITY
- 12.1 Each Party will keep confidential the terms of the Contract and all Confidential Information received or obtained as a result of negotiating, preparing, executing, performing or implementing it which relates to the other Party or any agent or sub-contractor acting on its behalf.
- 12.2 Notwithstanding clause 12.1, either Party may disclose Confidential Information if and to the extent:

- (a) required by law or by regulation (whether or not having the force of law), including the rules of the London Stock Exchange (in the event such rules are applicable to the relevant Party);
- (b) required by any regulatory or governmental or other authority with relevant powers to which either Party, or their respective holding companies, is subject or submits (whether or not the authority has the force of law);
- (c) required by its professional advisers, officers, employees, consultants, sub-contractors or agents to provide their services (and subject always to similar duties of confidentiality);
- (d) that information is in or has come into the public domain through no fault of that Party; or
- (e) that the other Party has given prior written consent to the disclosure.
- 12.3 No Party shall use any 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.
- 12.4 The Client acknowledges that any breach or threatened breach of clauses 12 or 13.8 may cause M3 irreparable harm for which damages may not be an adequate remedy. Therefore, in addition to any other remedies and damages available to M3, the Client agrees that M3 is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

- 12.5 The restrictions in this clause 12 shall continue to apply to the Parties following and notwithstanding termination or expiry of the Contract without limit in time.

13. GENERAL

- 13.1 Force majeure: M3 shall not be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event.
- 13.2 Assignment and other dealings: (i) M3 may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract; and (ii) the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 13.3 Notices: (i) any notice given to a Party under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or 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); or (b) sent by email to the addresses (or an address substituted in writing by the Party to be served) as set out in the Quote; (ii) any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am UK time on the second Business Day after posting; or (iii) if sent by email, twenty-four (24) hours after the time of transmission unless the sender has received an "out of office" notification and/or a notification that such email has not been successfully delivered, and provided that if deemed receipt occurs before 9:00am UK time on a Business Day the notice shall be deemed to have been received at 9:00am UK time on that day, and if deemed receipt occurs after 5:00pm UK time on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9:00am UK time on the next Business Day, and in providing such transmission it shall be sufficient to prove that the email was sent to the email address of the recipient set out in the Quote and that dispatch of the transmission from the sender's external gateway was confirmed; and (iii) 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.
- 13.4 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 or part provision of the Contract is deemed deleted under this clause 13.4 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 13.5 Further assurance: at the Client's cost and expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract.
- 13.6 Waiver: (i) except as set out in clause 2.8, a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy; and (ii) a failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 No partnership or agency: nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 13.8 Announcements: (i) the Client shall not make or release any statements or announcements to the press, other media or any third party regarding the conclusion of, terms of or termination of this Contract unless such statements or announcements have been approved by M3; and (ii) M3 may, during the duration of this Contract and indefinitely thereafter, identify the Client as a customer of M3 and may use the Client's name, trading name, logo and trade marks in M3's customer lists, credentials, capability statements, tender responses, websites, social media channels, investor communications, marketing materials and other promotional content.
- 13.9 Entire agreement: the Contract constitutes the entire agreement between the Parties; (ii) 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; and (iii) each Party agrees that it has no claim for innocent or negligent misstatement based on any statement in the Contract.
- 13.10 Third party rights: save for each Indemnified Person being able to enforce the provisions of clause 6.1(e); (i) 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; and (ii) the rights of the Parties to rescind or vary the Contract are not subject to the consent of any other person.
- 13.11 Variation: (i) subject to clause 13.11(ii), no variation of the Contract shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives); and (ii) M3 may vary these Conditions from time to time with immediate effect on written notice to the Client (the Client's continued receipt of the supply of Goods and/or supply of Services shall constitute the Client's acceptance of the variation).
- 13.12 Governing law and jurisdiction: (i) 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; and (ii) 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.