

## 1. Definitions

In these Terms & Conditions of Business the following words shall have the following meanings:

“Business Day” means a day other than a Saturday, Sunday or a public holiday in England;

“Customer” means the legal purchasing entity and approved purchaser of Services;

“Company” means 7hours Limited, a company registered in the UK with registration number 13796769).

“Conditions” means these Terms & Conditions of Business.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, 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) 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” means any written request or instruction by the Customer for the Company to provide Products or supply Services, typically signed acceptance of a Quotation and/or a corresponding purchase order.

“Price” means the values specified on the Quotation.

“Quotation” means the written statement of Services and corresponding Prices by the Company to the Client as a basis to provide Products or supply Services.

“Services” means the consultancy services supplied by the Company to the Customer under these Conditions as more particularly described in the Quotation and subsequent Customer Order.

“Third-Party Products or Services” means any items set out in the Quotation and/or Order which are provided by third parties and which are being resold to the Customer by the Company.

## 2. Conditions Applicable and Order Acceptance

- 2.1. The Conditions apply to all commercial dealings between the Company and the Customer to the exclusion of all other terms and conditions, including any terms or conditions which the Customer may purport to apply under any purchase order, or similar document.
- 2.2. All Orders constitute an offer by the Customer to purchase Products or Services pursuant to the Conditions.
- 2.3. The Order shall be deemed to be accepted when the Company acknowledges the Order, at which point a contract between the Customer and the Company comes into existence based on these Conditions.
- 2.4. The Company reserves the right to check any orders prior to acceptance and refuse orders which are proven to be subject to error/omission.
- 2.5. Any variation to the Conditions (including any special terms and conditions agreed between the parties) shall not be applicable unless agreed in advance in writing and signed by a Director of the Company.

## 3. Customer's Obligations

- 3.1. The Customer is responsible for providing any prerequisites or agreed arrangements to enable the Company to successfully undertake the Services or provide Products.
- 3.2. The Customer shall:
  - 3.2.1. co-operate with the Company in all matters relating to the Services and Products;
  - 3.2.2. provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Company to provide the Services;
  - 3.2.3. obtain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and maintain them throughout the term of Service delivery; and;
  - 3.2.4. comply with all applicable laws in all matters relating to the Products and Services.
- 3.3. If the Company's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (“Customer Default”):
  - 3.3.1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
  - 3.3.2. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default and the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

## 4. Price and Payment

- 4.1. Unless otherwise agreed, the Price shall be the sums specified in the Company Quotation plus any of the following as applicable:
  - 4.1.1. any additional fees or sums payable resulting from variations to the Order requested by the Customer after the Order was accepted, plus;
  - 4.1.2. any additional fees or sums incurred as a result of delay caused by the Customer for whatever reason, plus;
  - 4.1.3. any fluctuations caused by but not restricted to increases in costs incurred by the Company as a consequence of any increase in the cost of raw materials, manufacture, or other direct or indirect costs;
  - 4.1.4. any travel and/or accommodation expenses incurred as part of the Services.
- 4.2. The Price is exclusive of value added tax which shall be due at the rate ruling on the date of the Company's invoice and shall be added to the Price together with any other statutory tax.

- 4.3. The Company reserves the right to review the Price for the Products and Services at any time if there is a change to the price of any Third-Party Products and/or Third-Party Services. Where this results in an increase to the Price, the Company shall give the Customer as much notice as reasonably possible of such increase to the Price but the Customer acknowledges that the Company will only be able to give such notice if the supplier of the Third-Party Products and/or Third-Party Services gives notice to the Company.
- 4.4. Payment of invoices shall be due within 30 days of the date of the Company's invoice and shall be made by the Customer without any deduction whatsoever. Time for payment shall be of the essence.
- 4.5. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above Bank of England base rate from time to time in force and shall accrue at the same rate until paid.
- 4.6. If the Customer fails to pay any invoices in accordance with the Conditions, then the Company may in its absolute discretion suspend provision of the Services until the Customer brings all of its payments up to date.

## 5. Supply of Services

- 5.1. The Company shall perform the Services which are to be performed by it (not including any Third-Party Services) to the Customer.
- 5.2. The Customer acknowledges that the Company cannot give any warranties as to the performance of the Third-Party Products and Services. The Company is only able to make available to the Customer the benefit of the warranties (if any) contained in the relevant terms of the suppliers of such Third-Party Services.
- 5.3. Subject to a Force Majeure Event and subject to the performance by the Customer of its relevant obligations under these Conditions, the Company shall use 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.
- 5.4. The Company reserves the right to amend any description of the Services set out in the Order or otherwise if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, or if a description is changed by a Third-Party supplier of the relevant Services. The Company shall notify the Customer in any such event.
- 5.5. The Company and the Customer jointly agree that all employees must not be subjected to either verbal or physical abuse, bullying or harassment in the course of carrying out their duties. The Company and the Customer undertake to treat each other's employees in a courteous manner. Any breach of this clause will entitle either Party to notify breach.

## 6. Limitation of Liability

- 6.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
- 6.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 6.1.2. fraud or fraudulent misrepresentation; or

- 6.1.3. any other liability that cannot be limited or excluded by law.

- 6.2. The Company shall not be liable to the Customer under or in connection with this contract or any Order or transactions and activities involved, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any:

- 6.2.1. loss of profits;
- 6.2.2. loss of sales or business;
- 6.2.3. loss of agreements or contracts;
- 6.2.4. loss of anticipated savings;
- 6.2.5. loss of use or corruption of software, data or information;
- 6.2.6. loss of or damage to goodwill; or
- 6.2.7. any indirect or consequential loss.

- 6.3. The Customer acknowledges that the Company has no control over the Third-Party Products or Third-Party Services and agrees that the Company therefore cannot accept any liability in relation to any element of them. In the event that the Third-Party Products or Third-Party Services fail to comply with these Conditions, the Customer's sole remedy will be limited to the remedy that the Company is able to obtain (if any) from the suppliers of the Third-Party Products or Third-Party Services under the Company's agreements with such suppliers.

- 6.4. The Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with each Order under this contract, shall be limited to 100% of the Price paid by the Customer under the Order to which the claim relates.

- 6.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

## 7. Intellectual Property

- 7.1. Nothing in these Conditions shall change the ownership of any Intellectual Property Rights.
- 7.2. The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the purpose of providing the Services to the Customer.
- 7.3. Where any designs or specifications have been supplied by the Customer for manufacture by the Company, then the Customer warrants that the use of those designs or specifications shall not infringe the Intellectual Property Rights of any third-party. The Customer shall indemnify and keep indemnified the Company against all losses, costs and liabilities incurred by the Company as a result of any claim by a third-party that the designs or specifications supplied by the Customer infringe the Intellectual Property Rights of such third-party.

## 8. Confidentiality

- 8.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below.

8.2. Each party may disclose the other party's confidential information:

8.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this and;

8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this contract.

#### 9. Assignment and Subcontracting

9.1. Neither party may assign all or any part of its rights under this contract without the other Party's written consent.

9.2. Neither party may subcontract all or any part of its obligations under this contract at any time without the other Party's written consent.

#### 10. Termination

10.1. 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:

10.1.1. the other party commits a material breach of its obligations under the contract and (if such breach is remediable) fails to remedy that breach within thirty days after receipt of notice in writing to do so;

10.1.2. the other party 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), 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;

10.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

10.2. Without affecting any other right or remedy available to it, the Company may terminate the contract with immediate effect by giving written notice to the Customer if:

10.2.1. the Customer fails to pay any amount due under the contract on the due date for payment; or

10.2.2. there is a change of control of the Customer.

10.3. Without affecting any other right or remedy available to it, the Company may suspend the supply of

Services or all further deliveries of Products under the contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the contract on the due date for payment.

#### 11. Consequences of Termination

11.1. On termination of the contract, at the Company's option:

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

11.1.2. the Customer shall return all of the Company's materials or Products which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this contract.

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. Third-Party rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions, except where the additional terms applicable to Third-Party Products and/or Third-Party Services require that the suppliers of such Third-Party Products and/or Third-Party Services will have rights under this contract, in which case such suppliers shall have the right to enforce the terms of this contract.

#### 13. Force Majeure

13.1. Neither party shall be in breach of the contract nor liable for delay in performing or failure to perform, any of its obligations under the contract if such delay or failure result from events, circumstances or causes beyond its reasonable ability to control, including any acts or omissions of the suppliers of any Third-Party Products or Third-Party Services ("Force Majeure Event").

13.2. In the event that a Force Majeure Event is ongoing for a period of sixty days, then the party not affected by the Force Majeure Event shall have the right to terminate this contract immediately on written notice to the other party.

#### 14. Notices

14.1. Any notice or other communication 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 Business Day delivery service or by email (with delivery/read receipts retained) to the pre-notified and authorised

representatives at the registered office (if a company) or its principal place of business (in any other case).

- 14.2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and if by email on receipt of a delivery/read receipt by the sender.
- 14.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### 15. General

- 15.1. If any term or provision of this contract shall be found to be unenforceable for any reason whatsoever then this contract shall be constructed as if such term or provision was specifically excluded from it.
- 15.2. A waiver of any right or remedy under these Conditions or by law is only effective if given in writing. The waiver by the Company of any breach of any of the terms of this contract shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of a subsequent breach. A failure or delay by the Company 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 Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3. Unless the context otherwise requires, the singular includes the plural and references to persons include references to firms, companies or corporations and vice versa and references in the masculine gender include references to feminine or neuter genders and vice versa.
- 15.4. The Clause headings are for reference only and shall not be taken into account in the construction or interpretation of these Conditions.
- 15.5. Nothing in these Conditions 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.
- 15.6. This 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 English Law and the Company and the Customer shall submit in all matters or disputes arising out of this contract to the exclusive jurisdiction of the courts of England.