

## STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & PROFESSIONAL SERVICES

The terms and conditions as presented herein (the “**Conditions**”) are the standard terms that apply to all business placed with Reliance Cyber Limited (Company Number 04924133), whose registered office is at 1 Valentine Place, London, England, SE1 8QH (“**Reliance**”) for the provision of Goods (as defined herein) and Professional Services (as defined herein). These Conditions are to be read in conjunction with an Order Form (as defined herein) in which the Conditions are referenced as the applicable governing terms.

### 1. **DEFINITIONS**

1.1. In these Conditions the following terms have the following meanings:

“**Agreement**” means collectively these Conditions, an Order Form, and the applicable Order Acknowledgement, as may be amended or modified from time to time in accordance with the provisions herein;

“**Business Day**” means a day which is not a Saturday, Sunday or a public holiday in England and Wales;

“**Change Request**” means a written request for an amendment to an Order Form for alteration in the scope, specification and/or quantity of the Goods and/or Professional Services or the way in which they are delivered;

“**Charges**” means the charges payable by the Customer for the supply of the Goods and/or Professional Services as sent out in the Order Form;

“**Commencement Date**” shall have the meaning as set out in Clause 2.2;

“**Confidential Information**” means any information material relating to the Parties or to their businesses, customers, Personnel or suppliers including data, material or know-how concerning, or in any way relating to the Parties (such as the contents of business databases, accounts, data held on magnetic media, business plans, strategies, technology descriptions, proposals, costs, pricing, commercial models, system integration or development concepts), irrespective of the form of disclosure and which may or does contain proprietary and/or otherwise non-publicly available business information;

“**Customer**” means the company or entity as named on the Order Form that purchases the relevant Goods and/or Professional Services from Reliance;

“**Customer IPR**” means the IPR owned by or licensed by a third party to the Customer that is made available to Reliance under the Agreement;

“**Data Protection Legislation**” means European Union Regulation 2016/679 (“**GDPR**”), and any applicable national laws and secondary legislation including the UK GDPR and Data Protection Act 2018, relating to the handling of Personal Data;

“**End User Licence Agreement**” means a separate licence agreement from a Manufacturer (or its nominated licensing

body) and which the Customer is required to accept prior to using Goods and/or Professional Services provided by Reliance;

“**Goods**” means the computer hardware and/or Software which is to be supplied by Reliance and identified on the Order Form;

“**IPR**” means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;

“**Manufacturer**” means the manufacturer of an item of hardware, or the authors of an item of Software;

“**Normal Business Hours**” means the hours of 09:00 – 17:30 on a Business Day;

“**Order Acknowledgement**” means a written acknowledgement from Reliance that the applicable Order Form has been accepted and will be processed;

“**Order Form**” means the order consisting of or referencing the relevant Reliance Documentation for Goods and/or Professional Services and/or the Customer's Purchase Order for the same, subject always to Clause 2.1;

“**Party**” means either the Customer or Reliance and “**Parties**” shall mean both of them;

“**Personal Data**” shall have the meaning in the Data Protection Legislation;

“**Personnel**” means any officers, employees, authorised consultants, agents, subcontractors, representatives of a Party;

“**Professional Services**” means the consultancy or other professional services Reliance shall deliver as described in the Reliance Documentation applicable to an Order Form, and/or any one time activities to be completed by Reliance to ensure any Goods can be used by the Customer after delivery;

“**Project Initiation Document**” means the document that describes the activities for the provision of Professional Services and/or the supply and installation of Goods (if any) in combination with Professional Services;

“**Purchase Order**” means a formal purchase requisition provided by the Customer that authorises Reliance to proceed with an Order Form, subject always to Clause 2.1;

“**Reliance Documentation**” means collectively (as applicable) the written quotation, Service Description, Specification, Project Initiation Document, consulting proposals, training proposals, statement of work and/or other such documents applicable to the Goods and/or Professional Services as developed and provided by Reliance;

“**Reliance IPR**” means the IPR which is owned by, developed by or licensed to Reliance by a third party (excluding the Customer IPR) and used for the provision of the Goods and/or Professional Services, including the Reliance Documentation and any IPR arising as a direct result of the supplying the Goods and/or Professional Services;

“**Service Description**” means a description of a standard Reliance service offering which may include training, support, consultancy or any other services as detailed therein;

“**Software**” means the Reliance and/or third party software programs identified on the Order Form, including (where stated on the Order Form), maintenance fixes, upgrades or new releases;

“**Specification**” means any description of the Goods including any technical specifications, related plans, and drawings, that is agreed in writing by Reliance and the Customer.

## **2. APPOINTMENT AND DURATION**

2.1. Notwithstanding any other agreements to the contrary between the Parties or otherwise, these Conditions shall prevail over any other terms which the Customer may seek to introduce on any Purchase Order or any other document in relation to the Agreement or any Order Form, or which are implied by trade, custom, practice or course of dealing. Any acceptance of a Purchase Order by Reliance is conditional upon these Conditions being deemed by the Parties as applying to such Purchase Order and the Parties agree any terms other than these Conditions shall have no force or effect.

2.2. An Order Form shall only be initiated by Reliance following receipt of a Purchase Order from the Customer and an Order Acknowledgement being issued by Reliance, at which point the Agreement shall come into existence (the “**Commencement Date**”). The Agreement will commence on the Commencement Date and shall continue until completion of the Order Form (the “**Agreement Term**”) unless otherwise terminated as provided in the Agreement.

2.3. Reliance shall provide the Goods and/or perform the Professional Services, and the Customer shall pay the Charges as set out in the Order Form in accordance with these Conditions.

2.4. If there is any ambiguity or conflict between the terms of an Order Acknowledgement, Purchase Order, Order Form, or these Conditions then subject always to Clause 2.1 the following order of priority shall prevail; (i) Order Acknowledgment; (ii) Purchase Order; (iii) Order Form; and (iv) these Conditions.

## **3. DELIVERY OF GOODS**

3.1. Reliance shall make reasonable endeavours to deliver or procure the delivery of the Goods to such location as stated on the Order Form on or before any specified date for delivery. All shipments are DDU (Incoterms 2000). Delivery of the Goods shall be deemed completed following unloading of the Goods at the delivery location. The Customer accepts that any agreed delivery dates for Goods are estimates only, and that time is not of the essence of this Agreement

3.2. Unless agreed otherwise in writing between the Parties, all deliveries shall be completed during Normal Business Hours. Unless specified on the relevant Order Form, Reliance may deliver the Goods by instalments, which shall be invoiced and paid for separately. Reliance shall provide documentation for each delivery of Goods confirming the Purchase Order reference, the description and quantity of the Goods delivered (the “**Delivery Note**”).

3.3. Where the Goods include Software, such Software shall be licensed to the Customer on the terms of the applicable End User Licence Agreement. The Customer acknowledges and agrees that Reliance is not able to grant any rights regarding such Software other than those provided for in the applicable End User Licence Agreement.

3.4. The Customer must inform Reliance in writing within five (5) Business Days from the date of delivery if the Customer reasonably considers that any delivery of Goods does not conform to the Delivery Note and Reliance shall promptly take such reasonable remedial action as is necessary to ensure compliance. Reliance shall not be liable for any non-conformity of the delivered Goods against the Delivery Note if not informed within five (5) Business Days from the date of delivery.

## **4. TITLE AND RISK FOR GOODS**

4.1. Risk in the Goods (including Software media) shall pass to Customer on delivery to Customer. Title in the Goods (excluding any rights in ownership of Software) shall pass to the Customer on receipt by Reliance of full payment for the applicable Charges. The Customer retains all rights and obligations associated with the ownership and ultimate disposal of the Goods thereafter. Notwithstanding the provisions of the Agreement, title to any Software shall be as set out in the applicable End User Licence Agreement.

4.2. Prior to any transfer of title for Goods to the Customer, the Customer may use the Goods for its normal business operations subject to (i) maintaining the Goods in satisfactory condition and insuring the Goods against all risks and (ii) without prejudice to any other right or remedy Reliance may have, including making the Goods available for removal by Reliance pursuant to the terms of the Agreement.

4.3. The copyright or other IPR in and to any Software comprising the Goods (or part thereof) shall remain vested in the Manufacturer and in providing a Purchase Order the Customer agrees to enter into or accept such End User Licence Agreement as may be prescribed by the Manufacturer. The Customer shall abide by the terms of and be solely responsible

for the Customer's compliance with any End User Licence Agreement with the Manufacturer.

## **5. DELIVERY OF PROFESSIONAL SERVICES**

5.1. Reliance shall perform the Professional Services with reasonable skill and care in accordance with any related Reliance Documentation, the terms of this Agreement and applicable laws and shall provide its Personnel in sufficient numbers to properly execute the Professional Services. The Customer accepts that any timeframes given by Reliance for completion of the Professional Services are estimates only, and that time is not of the essence of this Agreement.

5.2. Subject to adherence to the Customer's reasonable access procedures, health and safety policies and any other reasonable instructions provided to Reliance in writing in advance, the Customer shall permit Reliance Personnel to enter the required Customer locations and/or access the Customer's computer systems and network (as applicable) during Normal Business Hours (or as otherwise set out in the Order Form) for the purpose of carrying out the Professional Services.

## **6. WARRANTIES**

6.1. Each Party warrants and represents that it has all requisite consents, licences and authorities (whether statutory or otherwise) that are applicable or required in connection with the execution of and performance of its obligations under this Agreement and that it has full capacity, power and authority to enter into, and perform fully in accordance with the terms of this Agreement.

6.2. Reliance warrants that, on delivery, the Goods shall conform in all material respects with Order Form (including any applicable Specification). Any and all other warranties and remedies relating to the Goods are limited to those provided by the Manufacturer of such Goods to Reliance (with all necessary changes mutatis mutandis) including as provided in any applicable End User Licence Agreement and are subject to any relevant limitations and exclusions imposed by such Manufacturer. Reliance shall provide the Customer with details of such warranties and remedies for breach of such warranties (if applicable) upon written request.

6.3. The Customer's sole remedy for breach of any warranties in Clause 6.2 is to require Reliance to repair, replace or refund (at Reliance's discretion) the defective item within a reasonable time at no charge to the Customer and provided any such defect is notified in writing to Reliance during the applicable Manufacturer warranty period. The Customer shall provide all information as may be reasonably necessary to assist Reliance in repairing the defective item including, where requested by Reliance, sufficient information to enable Reliance to re-create the defect. Reliance does not warrant that the Goods will be error free or run without interruption.

6.4. Reliance shall not be liable for a breach of the warranties in Clause 6.2 if such breach arises directly or indirectly because: (a) the Customer makes or causes to be made any modifications to the Goods without prior Reliance written consent; (b) Goods are used in combination with any software or materials not supplied by Reliance or not

recommended by Reliance or the Manufacturer; (c) the Customer or its Personnel failed to follow Reliance's reasonable written instructions and/or those of the Manufacturer regarding storage, installation, commissioning, use or maintenance of the Goods; (d) of malware (e.g. virus, worm etc.) not introduced by Reliance or the Manufacturer; (e) of causes external to the Goods including failure or fluctuations of electrical power; environmental conditions or where the provisions of Clause 21.5 reasonably apply; or (f) of fair wear and tear.

6.5. Reliance warrants that: (a) subject to Clauses 9.2 and 21.5 the Professional Services will be provided in a timely and professional manner with due care by Personnel of appropriate numbers, skill and experience; (b) the deliverables from the Professional Services shall conform in all material respects with the Order Form (including any Project Initiation Document); and (c) the Professional Services will conform to the standards generally observed in the industry.

6.6. The Customer's sole remedy for breach of any warranties in Clause 6.5 is to require Reliance to repeat performance of the relevant part of the Professional Services to remedy the failure within a reasonable time at no charge to the Customer provided any such failure is notified in writing to Reliance within five (5) Business Days. The Customer shall provide all information as may be reasonably necessary to assist Reliance in successfully rectifying the Professional Services. Where Reliance has been unable to rectify the Professional Services within two (2) attempts following written notification of such breach by the Customer, the Customer may terminate the Agreement with immediate effect and receive a full refund of any Charges paid for work not completed.

6.7. Reliance shall not be liable for a breach of the warranties in Clause 6.5 if such breach arises directly or indirectly because: (a) the Customer makes or causes to be made any modifications to the deliverables from the Professional Services without prior Reliance written consent; (b) such deliverables are used in a manner not recommended by Reliance; (c) the Customer or its Personnel failed to follow Reliance's reasonable written instructions regarding installation, commissioning, or use of the deliverables; (d) of malware (e.g. virus, worm etc.) not introduced by Reliance; (e) of causes where the provisions of Clause 21.5 reasonably apply; or e) of incomplete or incorrect information supplied by the Customer as demonstrated by Reliance.

6.8. The Customer warrants and undertakes that it has accepted, signed or shall accept or sign (as applicable) all required End User Licence Agreement(s) and not use any Software in breach of such End User Licence Agreement(s), including other than for purpose for which the Software was designed, and shall take appropriate measures to prevent misuse for any illegal activities.

6.9. The Customer warrants that it shall not sell, resell, license, sub-license, or otherwise dispose of, modify, amend, upgrade or replace the Goods (or part thereof) until title has been transferred from Reliance to the Customer or in contravention of any applicable End User Licence Agreements.

6.10. The terms of this Clause 6 shall apply to any repaired or replacement Goods supplied by Reliance under this Agreement. The warranties detailed in this Clause 6 set out the entire warranty obligations of Reliance and all other warranties at applicable law, including for merchantability and fitness for any particular purpose or satisfactory quality, are hereby excluded to the fullest extent permissible by applicable law.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. Subject to this Clause 7 neither Party shall use the trade names, trademark and/or other registered or unregistered designs, names, or logos of the other without the other Party's prior written consent.

7.2. In relation to any Software comprising the Goods (or part thereof) the Customer acknowledges that all title, copyright and IPR in any Software shall be as set out in the applicable End User License Agreement, the Customer has no rights therein except as expressly licensed under the applicable End User Licence Agreement and that Reliance is not able to grant any rights regarding such Software other than those set out in applicable End User Licence Agreement(s).

7.3. The Customer acknowledges that Reliance is the owner or licensed user of the Reliance IPR, and that except as expressly specified in this Clause 7, nothing in the Agreement or otherwise shall confer or be construed to confer on the Customer or its Personnel any right, title, or interest in the Reliance IPR, or transfer thereof.

7.4. Subject to Clause 7.7 and except as otherwise set out in the Order Form Reliance shall own and be fully entitled to use in any way it deems fit any IPR, skills, knowledge, experience, techniques, materials, concepts or know-how acquired, developed or used in the course of performing the Professional Services.

7.5. Subject to Reliance obtaining all necessary consents from third party licensors, Reliance hereby grants to the Customer during the Agreement Term a non-exclusive, non-transferable, royalty-free licence to use such of the Reliance IPR as relates to the Goods and/or Professional Services, strictly for the purposes of and to the extent necessary to receive the benefit of the Goods and/or Professional Services under the Agreement and provided that the Customer shall at all times comply with the Agreement.

7.6. Except as permitted by law, the Customer shall not; (i) remove any copyright, trademark, logos or other ownership identifiers from the Reliance IPR or IPR of a Manufacturer; (ii) attempt to reverse engineer or decompile disassemble or otherwise attempt to derive the source code of the Reliance IPR or IPR of a Manufacturer or any portion thereof, or copy, modify, alter or change the Reliance IPR or IPR of a Manufacturer. Any modifications, alterations or changes to the Reliance IPR or IPR of a Manufacturer, unless authorised in writing and/or performed by Reliance or Manufacturer (as applicable), shall terminate the warranties provided herein and Reliance may, at its sole discretion, terminate any applicable Order Form with immediate effect without penalty or further liability.

7.7. Reliance acknowledges that the Customer is the owner or licensed user of the Customer IPR and that except as expressly specified in Clause 7.8, nothing in the Agreement or otherwise shall confer on Reliance or its Personnel any right, title, or interest in Customer IPR, or transfer thereof.

7.8. Subject to the Customer obtaining all necessary consents from third party licensors, the Customer hereby grants to Reliance a non-exclusive, non-transferable, royalty-free licence to use such of the Customer IPR as relates to the Goods and/or Professional Services, strictly for the purposes of and to the extent necessary to perform Reliance's obligations under the Agreement.

## **8. INTELLECTUAL PROPERTY INDEMNITY**

8.1. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") against all liabilities, damages, losses, costs and expenses (including reasonable legal costs calculated on a full indemnity basis) suffered or incurred or paid by the Indemnified Party to the extent directly and solely arising out of or in connection with any claim brought against the Indemnified Party for; (i) any breach by the Indemnifying Party, its Personnel and/or subcontractors of its obligations under this Agreement or an End User Licence Agreement relating to IPR; and (ii) any claim brought against the Indemnified Party, its Personnel, and/or subcontractors for actual or alleged infringement of a third party's IPR in the Indemnifying Party's IPR arising out of, or in connection with, the receipt or use of such IPR in the performance of this Agreement.

8.2. The Customer (as an Indemnifying Party) shall indemnify and hold Reliance (as an Indemnified Party) harmless against all claims and related liabilities, costs, expenses, damages and losses (including reasonable legal costs calculated on a full indemnity basis) suffered or incurred or paid by Reliance arising out of any use of, access to or modification of the Customer's computer systems, data, software or materials by Reliance in its provision of the Professional Services hereunder except to the extent to such claim arises solely from any negligent acts or omissions by Reliance, its Personnel or subcontractors.

8.3. Any indemnity set out in this Clause 8 shall be deemed void and not applicable in the event the Indemnified Party fails to (i) promptly notify the Indemnifying Party in writing of any breach and/or claim against it in respect of which it wishes to rely on the indemnities in this Clause 8 (an "Indemnity Claim"); (ii) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Indemnity Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms that place any liability or obligation on the Indemnified Party; (iii) provide the Indemnifying Party with such reasonable assistance regarding the Indemnity Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and (iv) not, without prior consultation with the Indemnifying Party, make any admission relating to the Indemnity Claim or attempt to settle it, provided that the

Indemnifying Party considers and defends any Indemnity Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

8.4. The provisions this Clause 8 shall survive the termination or expiry of this Agreement.

## **9. CUSTOMER OBLIGATIONS**

9.1. The Customer agrees to perform in a timely and professional manner all Customer obligations set out in the Reliance Documentation that are required for the provision of Professional Services including access to Customer premises, computer systems, networks and/or data as is necessary, affording Reliance Personnel reasonable working conditions and facilities, promptly furnishing information reasonably requested from the Customer and ensuring Customer Personnel are available as reasonably required by Reliance and co-operate with Reliance in matters relating to the Agreement.

9.2. If in the reasonable opinion of Reliance delivery of the Goods or the provision of Professional Services is delayed other than through the fault of Reliance (a “**Customer Delay**”) the Customer shall pay the reasonable additional costs incurred by Reliance for the duration of the Customer Delay including (as applicable) the storage and insurance of the Goods and (subject to Reliance taking reasonable efforts to reallocate Personnel) of idle-time for Reliance Personnel. Any agreed time schedules for the Professional Services shall be deferred by a period of time of not less than the duration of the Customer Delay.

9.3. Should any Customer Delay in Professional Services that are already commenced be greater than ninety (90) days then Reliance may at its discretion invoice the Customer and the Customer shall pay for the Professional Services completed prior to the Customer Delay and Reliance may cancel the Order Form without penalty or further liability. In the event Reliance reallocates Personnel to other work to minimise the additional costs incurred by Reliance for a Customer Delay, Reliance shall be under no liability for any period between the end of the Customer Delay and being able to make such Personnel available to continue the Professional Services.

## **10. CHANGE CONTROL PROCEDURE**

10.1. Prior to delivery of the Goods or completion of Professional Services (as applicable), the Customer may raise a Change Request in accordance with this Clause 10. Until such time as a Change Request is approved by both Parties the Parties shall continue to perform their respective obligations under the Agreement in compliance with its terms prior to the Change Request.

10.2. Each Party shall bear its own costs in connection with the preparation and negotiation of a Change Request.

10.3. Following receipt of a Change Request Reliance shall within five (5) Business Days either (i) request further information from the Customer, (ii) notify the Customer of rejection giving reasons for such rejection; (iii) notify the Customer of any amendments needing to be incorporated before the Change Request can be accepted; or (iv) confirm that the Change Request can be accepted.

10.4. Where Reliance confirms acceptance of a Change Request, it shall as applicable, provide details to the Customer of any variation to be made to the Order Form, including to the Reliance Documentation and/or Charges. Reliance is under no obligation to proceed with implementing a Change Request until any details provided pursuant to this Clause 10.4 are agreed by the Customer.

10.5. Following approval of a Change Request by both Parties the Order Form shall be amended accordingly and Reliance shall be entitled to vary the Charges (where applicable) by an amount equal to the amount notified to the Customer under this Clause 10, subject to the terms of the approved Change Request.

## **11. CHARGES AND PAYMENT**

11.1. Unless otherwise set out in the Order Form all Charges shall be invoiced (i) on delivery (in whole or in part) of any Goods; and (ii) on commencement of any Professional Services. Invoices for any incidental services or expenses authorised by the Customer will be issued upon completion of the incidental services or incurring of the expenses and payment is to be made in accordance with this Clause 11.

11.2. Reliance shall ensure that each invoice includes the date of the Order Form, the invoice number, the Customer’s Purchase Order number (where applicable), Reliance’s VAT registration number, and any supporting documents that the Customer may reasonably require.

11.3. Where Reliance provides Goods on a "sale or return" basis and the Customer has not returned them in their original condition on, or before, the end of the agreed trial period Reliance may assume the Customer has decided to retain and purchase the Goods and; (i) Reliance may immediately invoice for the Goods at the then current Manufacturer prices and the Customer shall pay such invoice pursuant to this Clause 11; and (ii) these Conditions shall apply to the purchase of the Goods by the Customer.

11.4. The Customer shall notify Reliance in writing within seven (7) days of the invoice being received if there is any dispute with the Charges shown on an invoice and the Parties will act promptly and in good faith to resolve the matter. Only disputed amounts may be withheld. Payment for undisputed items on a disputed invoice shall be made in accordance with the normal payment terms for the invoice.

11.5. The Customer shall pay each undisputed invoice submitted to it by Reliance within thirty (30) days of the invoice date (the “**Due Date**”) by electronic transfer, standing order or direct debit to a bank account nominated in writing by Reliance from time to time.

11.6. All sums payable to Reliance under the Agreement: (i) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of an undisputed and valid VAT invoice; and (ii) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), save where mutually agreed otherwise.

11.7. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Reliance any undisputed sum due under the Agreement by the Due Date the Customer shall pay interest accrued daily at a rate of four (4) percent above the Bank of England base rate in force from time to time on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment.

11.8. No sums paid under this Agreement shall be refundable if any Goods or Professional Services are provided by Reliance but not used by the Customer (in whole or part).

## **12. TERMINATION**

12.1. Subject to Clauses 12.2 to 12.4 (inclusive) the Customer may cancel an Order Form in whole or in part with immediate effect at any time; (i) before notification by Reliance to the Customer that any Goods are ready for delivery by giving Reliance written notice, or (ii) performance of Professional Services prior to such services being commenced, whereupon Reliance shall discontinue all work on the Order Form.

12.2. The Customer shall pay Reliance fair and reasonable compensation for any work in progress on any Goods or Professional Services at the time of termination pursuant to Clause 12.1, including any third party costs incurred or to be incurred by Reliance (such as cancellation fees from the Manufacturer, transport or courier companies).

12.3. For the avoidance of doubt, where preparation of the Goods has been completed and the Customer cancels a related Order Form, and any Specification of such Goods is bespoke such that it restricts the ability of Reliance or the Manufacturer to sell the Goods to an alternative client, the Customer shall remain liable for the full Charges in relation to such Goods.

12.4. Where the Customer cancels an Order Form for Professional Services pursuant to Clause 12.1 or reschedules Professional Services that have been booked for delivery on dates agreed between the Parties, Reliance reserves the right to charge the following cancellation fees where the cancellation or reschedule request was: (i) less than one (1) Business Day prior to the date on which the Professional Services were to commence, one hundred percent (100%) of the applicable Charges; (ii) one (1) to five (5) Business Days prior to the date on which the Professional Services were to commence, fifty percent (50%) of the applicable Charges; (iii) one to three (1-3) weeks prior to the date on which the Professional Services were to commence, twenty five ( 25%) of the applicable Charges.

12.5. The Agreement may be terminated by Reliance giving written notice to the Customer if the Customer fails to pay any undisputed sum by the Due Date and such sum remains unpaid five (5) Business Days after written notice from Reliance that such sum has not been paid. Alternatively, at Reliance's sole discretion and without prejudice to the foregoing, Reliance may suspend any further delivery of Goods or performance of the Professional Services until payment by the Customer of all outstanding amounts. In the event Reliance terminates the Agreement pursuant to this Clause 12, the Customer shall in addition to any outstanding amounts, be liable for any

additional costs incurred by Reliance including for recovery of Goods pursuant to Clause 12.8.

12.6. This Agreement may be terminated by either Party giving written notice to the other if the other Party (i) has a receiver or administrative receiver appointed over it or over any part of its undertakings or assets, passes a resolution for winding up otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction (or a court of competent jurisdiction makes an order to that effect), enters into any voluntary arrangement with creditors, becomes subject to administration order or ceases to carry on business; or (ii) threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

12.7. This Agreement may be terminated by either Party giving written notice to the other if the other Party is in material breach of any of its obligations hereunder and having been given thirty (30) days written notice to remedy the breach has failed to do so.

12.8. Termination of the Agreement shall discharge Reliance from any liability for further performance and shall entitle Reliance to enter Customer's premises and recover any Goods, Reliance Documentation, or other materials which have been supplied by Reliance, are the property of Reliance or an Manufacturer and for which title has not been transferred to the Customer.

12.9. Upon expiry or termination of the Agreement; (i) each Party shall return to the other all documents and materials (and any copies) containing the other Party's Confidential Information and IPR and, to the extent reasonably possible, erase any such Confidential Information and IPR from its computer systems; (ii) the Customer shall pay all undisputed unpaid invoices issued by Reliance; and (iii) Reliance may submit invoices for all other amounts due, including any interest payments and cancellation fees and the Customer shall pay such invoices.

12.10. Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Parties accrued before such termination or expiration or which are expressly stated herein to survive termination hereof and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

## **13. LIMITATION OF LIABILITY**

13.1. Nothing in the Agreement shall limit or exclude Reliance's or the Customer's liability for (i) death or personal injury caused by its negligence, or the negligence of its Personnel; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any other liability which cannot be limited or excluded by applicable laws.

13.2. Subject to Clause 13.1 neither Party shall have any liability to the other Party for: (a) any loss of profit, loss of business, loss of goodwill, loss of contracts. loss of revenues or loss of anticipated savings; (b) any increased costs or expenses;

(c) loss of, damage to or corruption of software or data; or (d) any special, indirect or consequential loss or damage of any kind, in all cases whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.

13.3. Reliance's total liability hereunder for damage or loss of the Customer's tangible property directly arising from Reliance's act, omission or negligence shall be limited to £125,000 per event or series of connected events and to £250,000 in total. Data and software shall not be tangible property for the purposes of this Agreement.

13.4. Subject to Clauses 13.1 to 13.3 (inclusive) Reliance's total liability to the Customer arising from or in connection with the Agreement shall not exceed one hundred and fifty percent (150%) of the Charges for the Goods and/or Professional Services relating to any claim.

13.5. The provisions of this Clause 13 shall survive the termination of the Agreement howsoever caused.

## **14. CONFIDENTIALITY**

14.1. Except to the extent set out in this Clause 14 or where disclosure is expressly permitted elsewhere in the Agreement, each Party shall treat the other Party's Confidential Information as confidential and not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

14.2. This Clause 14 shall not apply to the extent that the information (i) was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure by the other Party; (ii) was obtained from a third party without obligation of confidentiality; (iii) was already in public domain or enters the public domain otherwise than through a breach of the Agreement; (iv) is required to be disclosed by law, by any court of competent jurisdiction or by any governmental authority; or (v) was independently developed without access to or use of the other Party's Confidential Information.

14.3. Reliance may disclose the Customer's Confidential Information to Reliance's Personnel or third parties who are directly involved in the provision of the Goods and/or Professional Services and who need to know the information in order to allow Reliance to meet its obligations under the Agreement. Reliance shall ensure that such Personnel and any third parties are aware of, and comply with the confidentiality obligations. Reliance will not, and shall procure that its Personnel and third parties do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Agreement.

14.4. This Clause 14 shall survive termination of the Agreement, howsoever arising.

## **15. DATA PROTECTION**

15.1. Both Parties shall comply with the Data Protection Legislation in so far as it is relevant in respect of the Agreement. For the purposes of the Agreement, the terms Controller,

Process, Processing, and Processor shall be as defined in the Data Protection Legislation.

15.2. The Parties acknowledge that the Customer is a Controller, and that Reliance is not considered a Processor in providing the Goods and/or Professional Services. Reliance further acknowledges that it has not been given any authority by the Customer to make any attempt to access any Personal Data on any Customer systems in performing the Professional Services and confirms that it shall not do so. In the event Reliance is required to Process Personal Data, Reliance agrees to enter into a separate Data Processing Agreement (DPA) in addition to these Conditions and shall only Process Personal Data in accordance with such DPA.

15.3. The Parties further acknowledge that it may be necessary to exchange Personal Data relating to their respective Personnel in order to perform or receive the benefit or the Agreement. Where a Party receives any such Personal Data from the other Party it does so as an independent Controller and shall ensure that it fully complies with the Data Protection Legislation in the handling of such Personal Data.

## **16. SUBCONTRACTING**

Reliance shall not subcontract any of its obligations under the Agreement after the Commencement Date without the prior written consent of the Customer (which will not be unreasonably withheld). Reliance shall be and shall remain responsible and liable for all its obligations pursuant to the Agreement and for all acts and omissions of its subcontractors.

## **17. NON SOLICITATION**

17.1. The Customer undertakes to Reliance that it shall not during this Agreement and for a period of twelve (12) months after termination or expiry employ, solicit or endeavour (or engage others) to entice away from Reliance any member of its Personnel involved in and/or in relation to the subject matter of this Agreement.

17.2. If the Customer breaches the provisions of Clause 17.1 then, without prejudice to any other rights or remedies Reliance may have under this Agreement, Customer shall pay to Reliance by way of liquidated damages an amount equal to one hundred percent (100%) of the annual salary payable to Personnel solicited or enticed at the time the breach occurred.

## **18. SANCTIONS**

The Customer represents and warrants that neither it nor any of its affiliates or connected persons: (i) is subject to any embargoes or sanctions or designated on any list of prohibited and restricted parties administered or enforced by the US Department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury in the United Kingdom or any other relevant embargoes or sanctions ("Sanctions"); and (ii) are located, organised or resident in any country or territory that is the subject of any Sanctions ("Sanctioned State"). The Customer shall promptly notify Reliance if becomes subject to any Sanctions or becomes located, organised or resident in any Sanctioned State and

Reliance shall have the right to terminate this Agreement immediately, without notice, penalty or further liability to the Customer if Reliance becomes aware that this is the case.

## **19. ANTI-BRIBERY**

Both Parties shall comply with all applicable laws, regulations, legally binding codes and sanctions relating to anti-bribery and anti-corruption including ("**Anti-Bribery Law**"). In the event a Party is found not to comply with Anti-Bribery Law or has reasonable grounds for suspecting the other Party of not being in compliance, it shall as soon as reasonably practicable, notify the other Party in writing of the particulars of such non-compliance and/or suspicions.

## **20. MODERN SLAVERY**

Both Parties shall comply with all applicable laws, statutes, regulations legally binding codes and sanctions relating to modern slavery and human trafficking (the "**Slavery Rules**") and Reliance shall comply with any reasonable written request received from the Customer for the purposes of any statutory annual reporting requirements under the Slavery Rules. In the event a Party is found not to comply with the Slavery Rules or has reasonable grounds for suspecting the other Party of not being in compliance, it shall as soon as reasonably practicable, notify the other Party in writing of the particulars of such non-compliance and/or suspicions.

## **21. MISCELLANEOUS**

21.1. In the Agreement, unless the context otherwise requires words in the singular include the plural and vice versa and words in one gender include any other gender and a reference to; (i) any Party includes its successors in title and permitted assigns; (ii) "including", "include", "in particular", "such as", or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms; (iii) "will" and "shall" shall be interpreted as expressions of command, not merely expressions of future intent or expectation; and (vi) "in writing" or "written" includes communications via electronic mail. The headings in these Conditions are for convenience and are not to be used in interpreting the Agreement.

21.2. Unless otherwise stated, reference to any legislation or legislative provision includes reference to the legislation or legislative provision as from time to time amended, extended or re-enacted and shall also include all subordinate legislation made from time to time under that legislation or legislative provision.

21.3. Reliance will at its cost maintain in force throughout the Agreement Term, and for claims made after the Agreement Term in respect of events occurring during the Agreement Term, appropriate levels of insurance cover with a reputable insurance company and shall, on the Customer's written request, produce a certified brokers letter setting out the details of cover.

21.4. Subject to notifying the Customer in writing, Reliance may assign the Agreement to an Affiliate without the prior written consent of the Customer, providing the assignee assumes all Reliance's responsibilities and obligations set out in the Agreement. The Customer shall not assign the benefit of this Agreement in whole or in part without the prior written consent of Reliance (not to be unreasonably withheld or delayed).

21.5. With the exception of the Customer's obligation to pay Reliance's undisputed invoices, neither Party shall be responsible for any failure to perform these obligations for reasons beyond its reasonable control including acts of God, riots, war or armed conflict, acts of terrorism, acts of governmental authorities, fire, flood, hurricane, tornado, or earthquake, pandemic, disaster, force majeure declaration of suppliers or strike, lockout or other form of industrial action (other than a strike, lockout or other form of industrial action of or by its own Personnel), wrecks or delays in transportation, embargoes, container shortages, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority. A Party cannot claim relief under this Clause 21.5 where the event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant event, or where it has failed to promptly notify the other Party of such relevant event.

21.6. The Parties acknowledge that they have entered into the Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Agreement and, save as expressly set out in the Agreement, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.

21.7. Save as expressly stated herein or for the enforcement of any IPR the Parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 and any right of a third party to make a claim hereunder.

21.8. No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their duly authorised representatives).

21.9. Any notice to be given by a Party under the Agreement shall be in writing (excluding email), signed by or on behalf of the Party giving it and addressed to the other Party's representative as stated on the Order Form or as otherwise notified in writing from time to time. A notice shall be deemed to have been served at the time of delivery if delivered personally; or two (2) Business Days after posting in the case of an address in the United Kingdom and four (4) Business Days after posting for any other address. If the deemed time of service is not during Normal Business Hours in the country of receipt, the notice shall be deemed served at the opening of business on the next Business Day of the country of receipt

21.10. All disputes between the Parties arising hereunder shall be promptly referred to the other Party's representative. The representatives shall meet and attempt to resolve the dispute within a period of fifteen (15) days from the date of referral of the dispute to them, failing which the Parties may (if they agree that mediation is an appropriate way to resolve the



dispute) refer the dispute to a mediator appointed under the auspices of the Centre for Dispute Resolution in London (or any replacement body) for resolution by mediation without prejudice to either Party's ability to have recourse to the courts.

21.11. A failure or delay by a Party to exercise any right or remedy provided under the Agreement 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 Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.12. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21.13. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the provision or Agreement.

21.14. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party being the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21.15. This Agreement including all documents expressly incorporated (including the Order Form), constitutes the entire agreement between the Parties relating to the Goods and/or Professional Services and supersedes all previous oral or written communications, pre-contract representations, proposals and agreements in respect thereof.

21.16. The expiry or termination of the Agreement for any reason will not affect those provisions which are expressly or by implication to survive expiry or termination of the Agreement and those provisions shall continue in full force and effect.

21.17. The Agreement and any Dispute 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 the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.