



SUPPLY CHAIN SOLUTION LTD TERMS AND CONDITIONS FOR THE SUPPLY OF LOGISTICS SERVICES

Supply Chain Solution Ltd is not a common carrier and only accepts goods for carriage and/or storage on that condition and upon on the conditions set out below.

These conditions incorporate the British International Freight Association Standard Trading Conditions, a current copy of which is annexed hereto and should be read and noted.

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Conditions.

1.1 Definitions:

BIFA Conditions: means the British International Freight Association Standard Trading Conditions as amended, updated or varied from time to time, a copy of the current version of which is annexed hereto.

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

Charges: the charges payable by the Customer for the supply of the Services.

Company: Supply Chain Solution Ltd (Registered in England and Wales with Company Number 06075296).

Conditions: these terms and conditions as set out in clauses 1 to 8 (inclusive).

Contract: the contract between the Company and the Customer for the supply of the Services in accordance with these Conditions, any quotation provided by the Company and the BIFA Conditions.

Customer: the person, firm or company who purchases services from the Company.

Group Company: means any company which is a subsidiary of the Customer (whether a wholly or partly owned subsidiary) or which is a parent company of the Customer (whether an immediate parent company, an intermediate parent company or the ultimate parent company) or any other company in which the Customer or the Customer's shareholders own (directly or indirectly) 25% or more of the issued capital.

Order: the Customer's order for services from the Company.

Services: the services supplied by or on behalf of the Company to the Customer.

Termination: the termination of the Contract however that termination occurs.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** includes email but not fax.

(d) Clause headings shall not affect the interpretation of these Conditions.

(e) References to clauses are to the clauses of these Conditions.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the relevant services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order or, if later, the relevant services are provided by the Company or on its behalf, at which point and on which date the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions and the BIFA Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 To the extent that there is a conflict between these Conditions and the BIFA Conditions, the provisions of the BIFA Conditions shall prevail in respect of such conflict.



2.6 Any quotation given by the Company shall not constitute an offer and, unless stated otherwise in the quotation, is only valid for a period of 30 days from its date of issue. The Company may withdraw any quotation at any time.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall:

- (a) ensure that the terms of each Order are complete and accurate;
- (b) co-operate with the Company in all matters relating to the services to be provided by or on behalf of the Company;
- (c) provide the Company with such information as the Company may reasonably require in order for the services to be provided by or on behalf of the Company, and ensure that such information is accurate in all material respects.

3.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation under the Contract (**Customer Default**):

- (a) the Company shall, without limiting its other rights or remedies, have the right to suspend performance of the services to be provided by or on behalf of the Company 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 to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) 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. CHARGES AND PAYMENT

4.1 The Charges will be calculated in accordance with latest quotation provided by the Company and accepted by the Customer, subject to any variations agreed by the Company and the Customer from time to time in accordance with clause 4.5.

4.2 Unless otherwise agreed in writing by the Company, the Customer shall pay each invoice submitted by the Company in full and in cleared funds without set off or deduction within 30 days of the date of the invoice. Time for payment shall be of the essence of the Contract.

4.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

4.4 The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

4.5 The Company shall provide at least 2 months' notice in writing to the Customer of any proposed variations to the Charges (**Variation Notice**). The Customer shall, within 1 month of receipt of such notice, confirm to the Company whether it accepts such proposed variations and:

- (a) in the event that the parties agree the proposed variations prior to the expiry of the Variation Notice, such agreed variations shall take effect from such expiry;
- (b) in the event that the parties do not agree the proposed variations prior to the expiry of the Variation Notice, the Company may either terminate the Contract with effect from the expiry of the Variation Notice or continue to provide the relevant Services without the proposed variations to the Charges taking effect.

5. TERMINATION

5.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of being notified in writing to do so;



- (b) the other party enters into or 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, the other party enters into or becomes subject to any analogous procedure in the relevant jurisdiction;
- (c) 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
- (d) 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.

5.2 Without limiting its other rights or remedies, either party may terminate the Contract by giving at least 3 months' written notice to the other party.

5.3 Without limiting its other rights or remedies, the Company may suspend provision of the services to be provided by or on behalf of the Company under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events or procedures listed in clause 5.1(b) or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

6. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services 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;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at Termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of Termination; and
- (c) clauses in these Conditions and the BIFA Conditions which expressly or by implication survive termination shall continue in full force and effect.

7. CUSTOMER RESTRICTIONS

7.1 In this clause 7 the following phrases shall have the meanings set out next to them:

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| "Existing Supplier" | means a person, company or other organisation from which the Customer has directly received services of the same kind or of a materially similar kind as those provided by or on behalf of the Company pursuant to the Contract in the 12 months immediately preceding the earlier of: <ul style="list-style-type: none"> (i) the date on which such person, company or other organisation first provided services to the Customer as a sub-contractor of the Company; and/or (ii) the date on which the Company first referred the Customer to such person, company or other organisation (or the Company first referred such person, company or other organisation to the Customer) for the purposes of the Customer receiving services direct from such person, company or other organisation. |
| "Restricted Supplier" | any person, company or other organisation, other than an Existing Supplier who at any time during the 12 months prior to Termination provided services to the Customer as a sub-contractor of the Company. |
| "Restricted Services" | services of the same kind or of a materially similar kind as those provided by the relevant Restricted Supplier to the Customer as a sub-contractor of the Company during the 12 months immediately prior to Termination. |

7.2 During the continuance of the Contract the Customer will not (and will procure that each Group Company shall not) without the prior written agreement of the Company:

- (a) offer to employ or engage or otherwise endeavour to entice away from the Company any employee, agent or subcontractor of the Company in relation to the provision of services of the same kind or of a



- materially similar kind as those provided by or on behalf of the Company under or in connection with the Contract;
- (b) employ or engage any employee, agent or subcontractor of the Company in relation to the provision of services of the same kind or of a materially similar kind as those provided by or on behalf of the Company under or in connection with the Contract.
- 7.3 The Customer will not (and will procure that each Group Company shall not) at any time in the 12 months after the date of Termination without the Company's prior written agreement:
- (a) offer to employ or engage a Restricted Supplier in connection with the provision of Restricted Services for or on behalf of the Customer; or
- (b) employ or engage a Restricted Supplier in connection with the provision of Restricted Services for or on behalf of the Customer; or
- (c) cause or encourage a Restricted Supplier to reduce or not do business with the Company.
- 7.4 For any prior written agreement of the Company to be valid in accordance with clause 7.2 or clause 7.3 it must be signed by a director of the Company and specify the relevant services, supplier, employee, agent or subcontractor and period for which the restrictions in this clause 7 shall not apply. The Company reserves the right to withdraw its agreement at any time, upon which the restrictions in this clause 7 shall continue to apply to the Customer.
- 7.5 The restrictions imposed on the Customer by this clause 7 apply to it acting:
- (a) directly or indirectly; and/or
- (b) on its own behalf; and/or
- (c) on behalf of, or in conjunction with, any other firm, company or person whether as an employee, officer, subcontractor, agent or otherwise.
- 7.6 Each of the restrictions in each of the sub sections of this clause 7 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restrictions shall apply with such deletion as may be necessary to make it valid or effective.
- 7.7 The Customer acknowledges that there is substantial goodwill attached to the Company's employees, agents and sub-contractors and recognises therefore that the restrictions set out in this clause 7 are reasonable.
- 7.8 The provisions of clause 7 shall survive Termination and shall continue to apply notwithstanding Termination.
- 8. GENERAL**
- 8.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 8.2 **Assignment and other dealings.**
- (a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 8.3 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 8.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 8.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.



- 8.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 8.7 **Notices.**
- (a) Any notice to be given under or in connection with the Contract shall be in writing, addressed to the party at the address or email address such party uses for corresponding with the other party or such other address or email address as such party may have specified to the other in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier or email.
 - (b) A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 8.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 8.8 **Third parties.** Save as provided otherwise in the BIFA Conditions, no one other than a party to the Contract shall have any right to enforce any of its terms.
- 8.9 **Governing law and jurisdiction.** The provisions of clause 28 of the BIFA Conditions shall apply as if set out in this clause at length but with references to "Conditions" in such clause being substituted with "Contract".

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