

**ELEMENT DIGITAL ENGINEERING LIMITED**

**STANDARD TERMS AND CONDITIONS**

**The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 8.**

**1. Formation of Contract**

- 1.1 These terms and conditions ("**Terms and Conditions**"), together with any quotation, proposal, estimate or fee quote ("**Proposal**") provided by or on behalf of Element Digital Engineering Limited ("**Company**"), shall apply to the supply by the Company to the customer identified in the Proposal ("**Customer**") of the services ("**Services**") and/or the goods ("**Products**") contemplated in the Proposal.
- 1.2 A Proposal will be valid for the period specified within such Proposal and will not constitute an offer.
- 1.3 An order for the supply of Services and/or Products from the Customer ("**Order**") constitutes an offer by the Customer to purchase Services and/or Products from the Company on these Terms and Conditions. A contract for the supply of Services and/or Products by the Supplier to the Customer on these Terms and Conditions ("**Contract**") will be formed when the Company accepts the Order by issuing a written acceptance of order ("**Order Acknowledgement**") to the Customer. The Company is not obliged to accept an Order.
- 1.4 These Terms and Conditions are the only terms and conditions on which the Company will supply Services and/or Products to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing. Commencement of the performance of the Services or Delivery of the Products will be deemed concluded on the date of the Company's written acceptance of the Order. The Company's written acceptance of the Order shall constitute the entire agreement between the parties in relation to the supply of Services and/or Products under the Order.

2.8 Following expiry or termination of the Contract, the Company will be entitled to invoice all parts of the Consideration which have been incurred but not yet invoiced, and all invoices will become immediately due and payable by the Customer.

3. **Services**

3.1 Subject to the remaining sub-conditions of this condition 3, the Company warrants that it will complete the Services with reasonable care and skill, consistent with industry standards. The Company gives no warranty that any result or objective can be achieved through the Services.

3.2 Subject to condition 8.4 and condition 8.7 the Company's only Liability for breach of the warranty at condition 3.1 will be, at the Company's option, to reperform the relevant Services or to reduce the Consideration payable in respect of the relevant Services by a sum which is equitable in the circumstances.

3.3

5.3.2 the Company fails to Deliver those Products wit

Products are or may be stored in order to inspect them, or, where the Customer's right to possession and use has terminated, to recover them.

6.9 If the Customer's right to possession and use of the



8.7.1 that cannot be excluded or restricted in the Contract in respect of death or personal injury

10.2.2 any other corrective action initiated by or involving the Company to address actual or potential

away, employ or engage for the provision of services to the Customer, any member of the Company's staff with whom the Customer has had dealings in connection with the Contract and/or the Services.

13. **Confidentiality and Data Protection**

- 13.1 Each party ("**Recipient**") shall keep all confidential and/or commercially sensitive information of the other party ("**Disclosing Party**") in connection with the Contract ("



- 15.1.3 lightning, earthquake, fire, explosion, flood, storm, or severe adverse weather condition;
- 15.1.4 theft, malicious damage;
- 15.1.5 any labour disturbance such as boycott, strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person);
- 15.1.6 it becoming illegal for a party to perform its obligations under the Contract in any jurisdiction in which it is incorporated or conducts its business;
- 15.1.7 any destruction, breakdown or failure of equipment;
- 15.1.8 any inability to obtain or delay in obtaining supplies or materials;
- 15.1.9 any failure, breach or default of a supplier or sub-contractor of that party;
- 15.1.10 the existence of any circumstance making performance commercially impracticable; or
- 15.1.11 any event or circumstance beyond that party's reasonable control,

provided that this condition 15.1 shall not apply to any obligation to make any payments due to the Company under the Contract.

15.2 **Entire Agreement:** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, and agreements between them, relating to its subject matter. 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.

15.3 **Severability:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, the parties will work together in good faith to agree a modification to such provision or part-provision to the minimum extent necessary to make it valid, legal and enforceable. If the parties are unable to reach agreement on such modification (or elect not to seek to modify the provision), the relevant provision or part-provision shall be deemed deleted from the Contract. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract. This condition 15.3 will not apply to a term which ceases to have effect under section 233A, 233B or 372A Insolvency Act 1986. The Customer agrees that where any term ceases to have effect under any of those Sections because it is

