

Standard Terms & Conditions of Supply of Services Göbel & Partner Ltd

1. In these terms and conditions the following expressions will have the following meanings and cognate expressions will be construed accordingly:
 - 1.1 **"Additional Conditions"** means the additional conditions specified (if any) in the Supplier's quotation for the Services.
 - 1.2 **"Conditions"** means the terms and conditions set out below which will govern the supply of the Services
 - 1.3 **"Contract"** means the contract of supply concluded either by the issue of a Quotation which is accepted by the Customer, as evidenced by the express acceptance of the Quotation by the Customer, or the Customer's signature on, or other acceptance of, the relevant Project Authorisation Form.
 - 1.4 **"Customer"** means the natural or juristic person or combination of such persons who place an Order with the Supplier for the supply of Services.
 - 1.5 **"Order"** means the order placed by the Customer with the Supplier, whether verbally or in writing, for the supply of the Services as set out in the quotation attached to these Conditions and in the relevant Project Authorisation Form.
 - 1.6 **"Project Authorisation Form"** means the projection authorisation form issued by the Supplier to the Customer prior to commencing the provision of Services which are the subject of a Quotation.
 - 1.7 **"Services"** means the services the subject of the Order placed with the Supplier.
 - 1.8 **"Supplier"** means Göbel & Partner Limited.
 - 1.9 **"Transfer Fee"** means a fee payable by the Customer to the Supplier calculated by multiplying the average amount invoiced by the Supplier to the Customer relating to the person employed or engaged in the period of four weeks immediately prior to such employment or engagement by a number of weeks determined by the duration of the Contract and in accordance with the sliding scale set out as follows:

| Duration of Contract | Number of weeks |
|----------------------|-----------------|
| 0-3 months | 12 weeks |
| 4-6 months | 9 weeks |
| 7-9 months | 6 weeks |
| Over 9 months | 4 weeks |

2.
 - 2.1 The Conditions and the Additional Conditions and any other terms set out in the Supplier's quotation for the Services will be incorporated into and become terms of every Contract.
 - 2.2 Neither the Customer nor the Supplier will be bound by any variation, waiver of or addition to the Conditions except as agreed by both parties in writing and signed on their behalf.
 - 2.3 The Contract shall come into force when the Customer accepts the Supplier's quotation for the Services or the relevant Project Authorisation Form (whichever is sooner). Any terms and conditions used by the Customer in the course of its business will not apply to the Contract.
 - 2.4 No statement or representation made at any time prior to the Contract will be a term of the Contract or deemed to be an inducement or collateral contract pursuant to which the Customer entered into the Contract.
 - 2.5 Any typographical or clerical error or omission in any quotation, price list, acceptance, invoice or any other document issued by the Supplier will be subject to correction without liability on the part of the Supplier
 - 2.6 All specifications, descriptions, drawings, designs, measures or other technical information provided by the Supplier in relation to the Services are approximate and will not form part of a Contract and the Supplier reserves the right to incorporate modifications or amendments into the Services in the light of practical requirements.
 - 2.7 The Customer will be responsible to the Supplier for ensuring the accuracy of the terms of any Order or other material submitted by it or on its behalf and for giving the Supplier any necessary information relating to the Services within a sufficient time to enable the Supplier to perform its obligations under the Contract in accordance with its terms. The Customer undertakes to provide its purchase order number in respect of such Order to the Supplier within 3 working days of the date of the Contract.
 - 2.8 Where the Customer seeks to cancel an Order a minimum of 24 hours prior notice must be given to the Supplier by the Customer in order to cancel an Order. If less than 24 hours notice is given, the Supplier reserves the rights to charge for its already incurred costs and expenses up to the point of cancellation.
 - 2.9 The Customer will be responsible for ensuring that every building, path, private road, open space or other property to be used in the performance of the Services is safe and suitable for the intended use and is adequately served with all required public utilities and is insured against all usual risks.
 - 2.10 The Customer shall ensure that any equipment or tools supplied to enable the Supplier to carry out the Services shall be safe and shall instruct the Supplier's personnel in the safe use of such equipment and tooling. The Customer shall be responsible for ensuring that all equipment and tools are correctly calibrated (where applicable). The Customer shall be responsible for ensuring all its equipment and tools supplied to the Supplier (even when they are stored on the Supplier's premises) against loss, theft and accidental damage. Accordingly, the Supplier shall not be liable to the Customer for loss, theft or accidental damage to the Customer's equipment and tooling. The Supplier shall take all reasonable precautions to use and store the Customer's tooling safely and securely.
 - 2.11 The Customer shall ensure that any vehicles provided to the Supplier in connection with any services are the subject of fully comprehensive insurance, and include insurance for Supplier's personnel to drive them.
3.
 - 3.1 The Supplier will use its best endeavours to supply the Services in accordance with the timescale agreed in the Contract. Time for the supply of the Services will not be the essence of the Contract.

- 3.2 The Supplier will not be liable to the Customer for any loss or damage suffered directly or indirectly by the Customer from any delays in the provision of the Services, however, arising.
- 3.3 The Supplier will have no liability to the Customer in the event of non-supply or non-provision of the whole or any portion of the Services caused directly or indirectly by act of God, elements, war, act of government, strikes or lockouts, fire, flood, breakdown of machinery, non-delivery or delay in delivery by the Customer of the materials required in order to supply the Services, failure of the Supplier's contractors or manufacturers to execute or their delay in executing any work or any other cause (whether or not ejusdem generis to the foregoing) beyond the Supplier's control, whether such cause existed on the date when the Contract was made or not.
- 4.
- 4.1 Unless otherwise agreed in writing with the Customer, payment of the price of the Services will be made net in Pounds Sterling within 30 days of the invoice date ("**the Due Date**") and time for payment will be of the essence of the Contract. The invoice is valid, with or without a Customer's purchase order number.
- 4.2 The Supplier is entitled to interest on any unpaid purchase price from the Due Date until payment at the rate of 4% per annum above the Bank of England base rate prevailing from time to time.
- 4.3 The Supplier will be entitled to deliver interim invoices in respect of distinct and separate periods of work, or in respect of each period of one week during which the Services have been supplied, or otherwise as may be agreed by the Customer.
- 4.4 Invoices will be considered to be accepted by the Customer if they remain unchallenged in writing for a period of 14 days after the date of the invoice.
- 4.5 Unless the contrary is agreed in the Contract, invoices will be calculated on the following basis, which will be detailed in the invoice, based, where appropriate, on the Supplier's hourly rates:
- 4.5.1 the amount of labour time used during the supply of the Services. Waiting time incurred by the Supplier (including, without limiting the generality of the foregoing, waiting for delivery of materials, line stoppages, change of derivatives and any other reason beyond the Supplier's control), and meal breaks will be included within the labour time charged to the Customer;
- 4.5.2 the cost of specially purchased tools and machinery during the supply of the Services plus a handling fee of 15% or such other rate as may be specified in the Additional Conditions or the Supplier's quotation;
- 4.5.3 the cost of materials used in the supply of the Services; and
- 4.5.4 the cost of mileage, travel time, accommodation and associated costs.
- 4.6 The Customer will not be entitled to set off against invoices any amounts which it considers to be due to it from the Supplier.
- 5.
- The Supplier reserves the right to alter its prices and quotations without notice whenever it in its absolute discretion considers necessary as Orders are accepted by the Supplier on the condition that the Contract price is that prevailing at the date of delivery of the Services unless otherwise agreed between the parties in writing.
- 6.
- 6.1 The Supplier will perform the Services with reasonable care and skill and will meet the applicable response times set out in the Supplier's quotation for the Services. The terms of this condition 6.1 are in lieu of all conditions, warranties and statements of whatever nature in respect of the Services whether express or implied by statute, common law, trade, custom or otherwise.
- 6.2 The Supplier will not be liable for any defect in the Services arising directly or indirectly from compliance with any drawing, design, specification or order of the Customer.
- 6.3 Subject to Condition 6.6, the Supplier's liability under or in connection with a Contract will not exceed the lower of (a) the price of the Services supplied in respect of the Order to which that Contract relates and (b) £10,000,000 in respect of property damage or personal injury claims or £1,000,000 in respect of any other claims.
- 6.4 Subject to the terms of condition 6.6, the Supplier will not be liable for the following loss or damage in contract or tort or otherwise, even if foreseeable or in the Supplier's contemplation and whether arising directly or indirectly from the negligence of the Supplier or anyone for whom the Supplier is vicariously liable:
- 6.4.1 Loss of profits, business or revenue whether sustained by the Customer or any other person; and/or
- 6.4.2 special, indirect or consequential loss or damage, whether sustained by the Customer or any other person; and/or
- 6.4.3 any loss arising from any claim made against a Customer by any other person.
- 6.5 The Customer will indemnify the Supplier against all claims, actions, costs, expenses (including court costs and legal fees) or any other liabilities in respect of:
- 6.5.1 any liability arising under the Consumer Protection Act 1987, unless caused by the negligent act or omission of the Supplier; and/or
- 6.5.2 any claim for breach of industrial and/or intellectual property rights arising out of compliance with any drawings, designs, specifications or order of the Customer; and/or
- 6.5.3 any breach of contract or negligent or wilful act or omission of the Customer in relation to the Contract.
- 6.6 Nothing in these Conditions limits or excludes the liability of the Supplier:
- 6.6.1 for death or personal injury resulting from negligence;
- 6.6.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or
- 6.6.3 for any other matter for which liability cannot be limited by law.
- 6.7 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
- 7.
- Provided that notice is given as soon as reasonably possible and in any event within 7 days of the defect being discovered, if the Customer gives notice to the Supplier of a defect in the quality of the Services and the Supplier is satisfied (acting reasonably) that a defect exists and was not caused in whole or in part by any matter, action or occurrence outside the Supplier's control, the Supplier will at its sole discretion either remedy the defect or refund to the Customer a reasonable proportion of the price of the Contract.

- 8.
- 8.1 The Customer undertakes with the Supplier that it will not either during the currency of the Contract or for a period of 6 months after the termination of the Contract without the prior written consent of the Supplier whether by itself, through agents or otherwise and whether on its own behalf or on behalf of any other person, firm or company directly or indirectly employ or engage or endeavour to employ or engage any person who during the currency of the Contract carried out any part of the Services on behalf of the Supplier for the Customer.
- 8.2 In the event that the Customer employs or engages any such person as set out in condition 8.1 in the manner and during the period set out in condition 8.1, the Customer shall pay the Supplier the appropriate Transfer Fee.
- 9.
- Where payment is made by means of a bill of exchange, cheque or other negotiable instrument the Supplier will not be deemed to have received payment until the bill of exchange, cheque or instrument has been honoured on presentation for payment, notwithstanding that the Supplier may have negotiated it and received value for it.
- 10.
- Any payments made by the Customer generally on account and not otherwise appropriated by the Supplier will be appropriated to the Supplier's unpaid invoices in their numerical order beginning with the lowest number.
- 11.
- Subject to conditions 12 and 13, the Contract shall last for the duration specified (if any) in the Supplier's quotation or in the Project Authorisation Form. If no duration is specified the Contract shall continue until the Services are complete. If the Services are of a recurring nature, the Supplier shall continue providing the Services until the Customer notifies the Supplier in writing that it no longer requires the Services or the Supplier gives notice of its intention to terminate the Services.
- 12.
- Each supply of Services will operate as a separate contract. Should the Customer fail to pay on the Due Date the price of any supply of Services or should the Supplier receive any information about the Customer which the Supplier in its absolute discretion considers to be of an adverse nature the Supplier will be entitled to suspend further provision of the Services or to vary by notice in writing with immediate effect the terms, if any, as to credit specified in the Contract or any other contract subsisting between the Supplier and the Customer or any company associated with or subsidiary to the Customer in such manner as the Supplier may, in its absolute discretion, determine or, in the event of late payment, to treat the Contract as wrongfully repudiated by the Customer without prejudice to the Supplier's right to payment for any services supplied and to damages for the Customer's breach of contract.
- 13.
- If the Customer becomes insolvent or subject to a receiving order or being a limited company passes into liquidation (except for the purposes of reconstruction or amalgamation) or if a receiver or administrator is appointed the Contract will immediately determine without prejudice to the Supplier's right to payment of the price of Services supplied and any damages it might suffer in consequence of such determination notwithstanding that such determination may have been implemented by the Supplier.
- 14.
- The rights of the Supplier will not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach will operate as a waiver of any subsequent breach.
- 15.
- The Customer will not assign its rights under any Contract without the prior written consent of the Supplier.
- 16.
- Any notice given under the provisions of any Contract will be duly served on the Customer if it is left at or sent by ordinary letter post to its address last known to the Supplier or on the Supplier if it is left at or sent by ordinary letter post to its address last known to the Customer. It will be assumed that any notice sent by post will be delivered on the day which the letter would have been delivered in the ordinary course of the post. Notices may also be served by email sent to a director or member of senior management of the other party.
- 17.
- In the event of any conflict between these Conditions, the Additional Conditions and/or the Supplier's quotation, the following order of precedence shall apply: (i) Supplier's quotation, (ii) Additional Conditions; and (iii) the Conditions.
- 18.
- These Conditions and all Contracts will be construed in accordance with the laws of England and the courts of England will have jurisdiction over them.