

Vesipro Terms and Conditions for the Supply of Services

1 Definitions

1.1 These are the Terms and Conditions on which Vesipro Limited provides SERVICES. The SERVICES available to the CLIENT are described in the QUOTATION to which these Terms and Conditions are appropriated. These Terms and Conditions shall have effect immediately.

1.2 Key words:

BUSINESS DAY means any day except any Saturday, any Sunday, or any day which is a legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

CLIENT means the person, company or other legal entity which places the ORDER for the SERVICES and to which the INVOICE is addressed.

CONFIDENTIAL INFORMATION means each PARTY'S confidential information disclosed by that PARTY to the other for use in the SERVICES and identified as confidential before or at the time of disclosure or which may reasonably be supposed to be confidential from the nature of the information and the manner of its disclosure.

CONTRACT means the agreement between the PARTIES as evidenced by the ORDER and these Terms and Conditions.

DELIVERABLES means any or all technical information, data, test results as well as findings generated by the SELLER in the course of performing the SERVICES.

DEPOSIT means a sum payable as a first instalment on the purchase of SERVICES or as a pledge for a CONTRACT.

EFFECTIVE DATE means the date the SELLER commences work on the SERVICES.

INVOICE means a document that the SELLER sends to the CLIENT listing the products, goods and/or SERVICES that the SELLER has provided the CLIENT, issued in association with the ORDER and these Terms and Conditions.

LEAD TIME means the time between the initiation and completion of a SERVICES, consisting of BUSINESS DAYS only.

ORDER means an offer or an agreement from the CLIENT to buy the SERVICES described on the conditions set out in the QUOTATION by the SELLER.

PARTIES means CLIENT and SELLER collectively.

PARTY means CLIENT or SELLER as the context of the particular clause requires.

PRICE means the amount of money expected, required, or given in payment for the DELIVERABLES and/or SERVICES provided.

QUOTATION means a document that the SELLER provides to the CLIENT to offer products, goods and/or SERVICES at a stated PRICE, under specified conditions.

SELLER means Vesipro Limited whose registered office is at Office 40 Arrow Mill, Queensway, Rochdale, OL11 2YW, United Kingdom.

SERVICES means all the activities described within the ORDER which the SELLER is required to perform in accordance with the ORDER.

WRITING means written communications that can also be printed, lithographed, photographed, telexed, telefaxed, or represented by any other substitute for writing, whether electronic or otherwise.

1.3 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

2 Application and Agreement

2.1 These Terms and Conditions apply to the provision of the SERVICES detailed in the QUOTATION by Vesipro Limited, a company registered in England and Wales under number 13585885, whose registered office is at Office 40 Arrow Mill, Queensway, Rochdale, OL11 2YW, United Kingdom to the CLIENT buying the SERVICES.

2.2 The CONTRACT constitutes the entire agreement between the PARTIES. All other terms, conditions or warranties whatsoever including any terms or conditions which the CLIENT purports to apply under any purchase order, confirmation, specification, or other document whatsoever and whenever are excluded from any CONTRACT between the PARTIES unless expressly accepted by SELLER in WRITING.

2.3 Notwithstanding that the SELLER may have given a detailed QUOTATION, no ORDER shall be binding on the SELLER unless it has been acknowledged in WRITING by the SELLER. The CLIENT acknowledges that they have not relied on any statement, promise or representation made or given by the SELLER or on the SELLER'S behalf.

2.4 The CLIENT shall be responsible to the SELLER for ensuring the accuracy of the details of any ORDER, purchase order, technical query or similar (including any applicable specification) submitted by the CLIENT, and for giving the SELLER any necessary information relating to the DELIVERABLES and/or to carry out the SERVICES within a sufficient time to enable the SELLER to perform the CONTRACT in accordance with its terms.

2.5 The SERVICES are addressed solely to the CLIENT unless otherwise agreed in WRITING by the SELLER. The information contained within the DELIVERABLES shall be confidential and shall not be disclosed or relied upon for any purpose without the SELLER'S prior written consent.

3 Acceptance

- 3.1 The Terms and Conditions and, if applicable, the QUOTATION make up the whole agreement between the PARTIES and supersede any previous agreement between the PARTIES relating to the same subject matter. The Terms and Conditions will be deemed accepted by the CLIENT upon the first of the following to occur:
- 3.1.1 the CLIENT returning a counter-signed copy of the QUOTATION, if applicable, to the SELLER;
 - 3.1.2 the CLIENT making, signing or delivering to the SELLER any other letter, form or other WRITING or instrument acknowledging acceptance of QUOTATION;
 - 3.1.3 the CLIENT sending to the SELLER an official company purchase order in respect of all or part of the SERVICES covered by the QUOTATION;
- AND
- 3.1.4 the CLIENT paying for all or part of the SERVICES.
- 3.2 If there is any conflict or inconsistency between the Terms and Conditions and the QUOTATION, the Terms and Conditions shall take precedence.

4 Quotation Validity

- 4.1 Any QUOTATION is valid for a period of 30 days unless otherwise stated in the QUOTATION. Should 30 (or otherwise agreed) days pass without an acknowledgement from the CLIENT or an ORDER acknowledgment produced in WRITING by the SELLER, the QUOTATION shall be deemed as expired and new QUOTATION shall be produced at revised payment terms.

5 Delivery of Services

- 5.1 The SELLER will use reasonable efforts to meet the delivery date and/or LEAD TIME stated in the QUOTATION. Time shall not be of the essence in the performance of the SELLER'S obligation of the CONTRACT. The SELLER does not assume any liability whatsoever for damages incurred as a result of late delivery of the SERVICES.
- 5.2 The SELLER warrants the use of reasonable care and skill in the performance of the SERVICES which will comply with the QUOTATION, including any specification in all respects of the DELIVERABLES. The SELLER can make any changes to the SERVICES which are necessary to comply with any applicable law or safety requirement and shall notify the CLIENT if necessary.
- 5.3 The commencement of the SERVICES will start on the next BUSINESS DAY following the receipt of purchase order and all relevant data from the CLIENT.
- 5.4 The LEAD TIME shall consist of BUSINESS DAYS only and no work will be performed on Saturdays, Sundays or any legal holidays that occur on a workday. The LEAD TIME does not include days on which the SELLER allows for company shut down over the Christmas period occurring between the 25th of December and the 1st of January.

6 Client Obligation

- 6.1 The CLIENT shall provide the SELLER with all necessary co-operation in relation with the CONTRACT and all information that may be required to carry out the SERVICES, in a timely manner, as may be requested by SELLER from time to time. SELLER shall use reasonable endeavours to identify any deficiencies, omissions, contradictions or ambiguities in the information provided by CLIENT.
- 6.2 The CLIENT shall provide the SELLER, its employees, agents, consultants, and subcontractors, if required, access to the CLIENT'S premises, office accommodation and other facilities as reasonably required by the SELLER to provide the DELIVERABLES.
- 6.3 The CLIENT shall obtain and maintain all necessary permissions, licences, and consents which may be required for the DELIVERABLES before the date on which the SERVICE is to start.

7 Charges and Terms of Payment

- 7.1 The rates and fees for the SERVICES are set out in the QUOTATION. Unless otherwise agreed in WRITING in the QUOTATION, rates listed in the QUOTATION and relevant documents are lump sum per unit item.
- 7.2 Unless stated otherwise in the QUOTATION, if applicable, the SELLER shall be entitled to INVOICE the CLIENT for a deposit/part sum of the PRICE once a purchase order is received and reviewed. The CLIENT shall pay the INVOICE upon receipt.
- 7.3 Unless stated otherwise in the QUOTATION, if applicable, the SELLER shall be entitled to INVOICE the CLIENT for the full/remaining sum PRICE on or at any time after the completion of the SERVICES. The CLIENT shall pay the INVOICE within 30 days of receipt.
- 7.4 When an ORDER specifies three payment milestones, in addition to terms 7.2 and 7.3 above, the SELLER shall be entitled to INVOICE the CLIENT for any remaining sum PRICE after the final DELIVERABLES are approved by the CLIENT. The CLIENT shall pay the final INVOICE within 30 days of receipt. In an event where the CLIENT does not follow up about the final DELIVERABLES or does not request in WRITING any changes to final DELIVERABLES within 14 days, the SELLER will assume that the final DELIVERABLES have been accepted and shall be entitled to INVOICE the CLIENT.
- 7.5 If payments received from the CLIENT are not stated to refer to a particular INVOICE, the SELLER may appropriate such payment to any outstanding INVOICE addressed to the CLIENT from the SELLER.
- 7.6 Notwithstanding any other provision, all payments payable to the SELLER under the CONTRACT shall become due immediately upon termination of the CONTRACT for whatever reason.
- 7.7 Time for payment shall be of the essence of the CONTRACT.
- 7.8 All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither PARTIES can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 7.9 Receipts for payment will be issued by the SELLER only at the CLIENT'S request.
- 7.10 Unless stated otherwise in the QUOTATION, all PRICES shall be in Great British Pounds (£) and are exclusive of VAT, which will be charged at the appropriate rate.

8 Additional Fees and Deposit

- 8.1 In addition to the SERVICE charges, the SELLER can recover from the CLIENT:
- 8.1.1 Reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses.
- 8.1.2 The cost of SERVICES provided by third parties and required by the SELLER for the performance of the SERVICES.
- 8.1.3 The cost of any material required for the provision of the SERVICES.
- 8.1.4 The costs incurred due to pause in work due to lack of payment and/or communication from the CLIENT.
- 8.2 In reference to clause 8.1.4 above, the CLIENT must compensate the SELLER for time lost and rescheduling caused by the pause of work due to late payment. A variation order will be raised at the SELLER'S discretion.
- 8.3 The CLIENT must pay for any additional SERVICES provided by the SELLER that are not specified in the QUOTATION in accordance with the SELLER'S then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between the PARTIES. The provisions of clause 8.1 also apply to these additional SERVICES.
- 8.4 In addition to any expenses incurred by the SELLER through clauses 8.1 and 1.1, itemized expenses are subject to variation order meaning the CLIENT shall cover the total costs of all expenses plus an additional 10% of the total cost. These expenses are payable as per the terms outlined in section 7.
- 8.5 The Additional Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
- 8.6 The CLIENT must pay a deposit as detailed in the QUOTATION at the time of accepting the QUOTATION.
- 8.7 If the CLIENT does not pay the deposit accordingly to the clause 8.6 above, the SELLER can either withhold provision of the SERVICES until the deposit is received or terminate the CONTRACT under section 14.

9 Late Payment

- 9.1 The SELLER will notify the CLIENT on due date that a payment date has been reached.
- 9.2 If payments are not received by the due date, the SELLER reserves the right to charge a defined business charge based on the amount of the INVOICE as well as daily charge statutory interest at the rate of 8% per annum above the base rate of the Bank of England, calculated from the day after due date to the date of payment, before and after judgement. Additionally, In the event of no payment from the CLIENT, the SELLER will be obliged to send reminders in the following sequence:
- 9.2.1 One day overdue:
- The SELLER will send the CLIENT'S accounts department an email reminder stating that the INVOICE is overdue.
- 9.2.2 One week overdue:
- The SELLER will send another email reminder to the CLIENT'S accounts department.

- The SELLER will inform the contact detailed in the purchase order, who shall be requested to raise the matter with the Project Manager in charge.

9.2.3 Two weeks overdue:

- The SELLER will send another email reminder to the CLIENT'S accounts department and will contact the relevant Project Manager.
- The SELLER may refuse to produce any other QUOTATIONS requested by the CLIENT for future developments.
- The SELLER shall be entitled to pause all relevant work until contact is made about the matter. This pause may be subject to additional costs as stated in clause 8.

9.2.4 Three weeks overdue:

- The SELLER will issue a red-letter reminder informing the CLIENT that payment needs to be made or all work will stop in 7 days' time.

9.2.5 Four weeks overdue:

- All work stops on any ongoing projects with the CLIENT until payment is received.

- 9.3 Should any INVOICE remain unpaid for more than 30 days after the due date, the SELLER shall be entitled to withhold any work and/or other SERVICES to the CLIENT immediately on written notice. If an INVOICE remains unpaid for more than 60 days after the due date, the SELLER shall be entitled to terminate this agreement immediately on written notice to the CLIENT. The CLIENT shall also be responsible for the SELLER'S costs in recovering overdue payments and associated legal fees (on a solicitor and own CLIENT basis).

10 Sub-Contracting and Assignment

- 10.1 The SELLER can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of the SELLER'S rights under these Terms and Conditions and can sub-contract or delegate in any manner any or all of the SELLER'S obligations to any third PARTY.
- 10.2 The CLIENT must not, without the SELLER'S prior WRITTEN consent, assign, transfer, charge, subcontract, or deal in any other manner with all or any of the CLIENT'S rights or obligations under these Terms and Conditions.

11 Confidentiality

- 11.1 Except to the extent strictly necessary for the purposes of discharging its obligations and/or exercising its rights under the Terms and Conditions, neither PARTY will use, publish, or disclose any CONFIDENTIAL INFORMATION disclosed to it by the other PARTY without the prior written consent of that other PARTY.
- 11.2 The foregoing obligations relating to confidentiality shall not apply to information which is within or subsequently enters the public domain through no fault of the PARTY receiving such information under the Terms and Conditions.
- 11.3 All CONFIDENTIAL INFORMATION shall remain the property of the PARTY providing it. Each PARTY agrees upon a written request of the other PARTY to return all CONFIDENTIAL INFORMATION and copies thereof and securely destroy any notes, analyses, studies or other WRITINGS prepared by the other PARTY containing or based on the CONFIDENTIAL INFORMATION and such destruction shall be certified by the receiving PARTY.

12 Cancellation and Amendment

- 12.1 The SELLER can withdraw, cancel or amend a QUOTATION if it has not been accepted by the CLIENT, or if the SERVICES have not started, within a period of 30 days from the date of the QUOTATION. (Unless the QUOTATION has been withdrawn).
- 12.2 Either PARTY can cancel an ORDER for any reason prior to the CLIENT'S acceptance (or rejection) of the QUOTATION.
- 12.3 If the CLIENT wishes to amend any details of the SERVICES, they must tell the SELLER in WRITING as soon as possible. The SELLER will use reasonable endeavours to make any required changes and additional costs may be added and included in the INVOICE.
- 12.4 If, due to circumstances beyond the SELLER'S control, including those set out in the clause below (Circumstances Beyond a Party's Control), the SELLER has to make any changes in the SERVICES or how they are provided, the CLIENT shall be notified immediately. The SELLER will use reasonable endeavours to keep any such changes to a minimum.

13 Circumstances Beyond a Party's Control

- 13.1 Neither PARTY is liable for any failure or delay in performing the SELLER'S obligations where such failure or delay results from any cause that is beyond the reasonable control of that PARTY. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemics, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either PARTY may terminate or cancel the SERVICES to be carried out under these Terms and Conditions.

14 Termination

- 14.1 The SELLER can terminate the provision of the SERVICES immediately if the CLIENT:
 - 14.1.1 Commit a material breach of the CLIENT'S obligations under these Terms and Conditions; or
 - 14.1.2 Fail to make payment of any amount due under the CONTRACT on the due date for payment; or
 - 14.1.3 Are or become or, in the SELLER'S reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - 14.1.4 Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - 14.1.5 Convene any meeting of the CLIENT'S creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of the CLIENT'S assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of the CLIENT, notice of intention to appoint an administrator is given by the CLIENT or any of the CLIENT'S directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for the CLIENT'S winding up or for the granting of an administration order in respect of the CLIENT, or any proceedings are commenced relating to the CLIENT'S insolvency or possible insolvency.

- 14.2 In the event of termination by the CLIENT, the SELLER shall cease the performance of the ORDER and allow the CLIENT to take over any completed SERVICES or part thereof. SELLER shall be entitled to payment for any completed part(s) of the SERVICES performed up to the point of termination.

15 Intellectual Property

- 15.1 The SELLER reserves all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the SERVICES. The SELLER reserves the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

16 Liability and Indemnity

- 16.1 The SELLER'S liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 16.2 The total amount of the SELLER'S liability is limited to the total amount of fees payable by the CLIENT under the CONTRACT.
- 16.3 The SELLER is not liable (whether caused by its employees, agents or otherwise) in connection with the provision of the SERVICES or the performance of any of the other obligations under these Terms and Conditions or the QUOTATION for:
 - 16.3.1 Any indirect, special or consequential loss, damage, costs, or expenses or;
 - 16.3.2 Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - 16.3.3 Any failure to perform any of the SELLER'S obligations if such delay or failure is due to any cause beyond the SELLER'S reasonable control; or
 - 16.3.4 Any losses caused directly or indirectly by any failure or the CLIENT'S breach in relation to CLIENT'S obligations; or
 - 16.3.5 Any losses arising directly or indirectly from the choice of SERVICES and how they will meet the CLIENT'S requirements or the CLIENT'S use of the SERVICES or any goods supplied in connection with the SERVICES.
- 16.4 THE CLIENT must indemnify the SELLER against all damages, costs, claims and expenses suffered by the SELLER arising from any loss or damage to any equipment (including that belonging to third parties) caused by the CLIENT or the CLIENT'S agents or employees.
- 16.5 Nothing in these Terms and Conditions shall limit or exclude the SELLER'S liability for death or personal injury caused by the SELLER'S negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

17 Data Protection

- 17.1 When supplying the SERVICES to the CLIENT, the SELLER may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the CLIENT.
- 17.2 The PARTIES agree that where such processing of personal data takes place, the CLIENT shall be the 'data controller' and the SELLER shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

- 17.3 For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the General Data Protection Regulation (EU 2016/679).
- 17.4 The SELLER shall only Process Personal Data to the extent reasonably required to enable it to supply the SERVICES as mentioned in these Terms and Conditions or as requested by and agreed with the CLIENT, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 17.5 The SELLER shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
- 17.6 The SELLER shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the SELLER on behalf of the CLIENT.

18 Communications

- 18.1 All notices under these Terms and Conditions must be in WRITING, whether digital or handwritten and signed by, or on behalf of, the PARTY giving notice (or a duly authorised officer of that party).
- 18.2 Notices shall be deemed to have been duly given:
- 18.2.1 When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- 18.2.2 When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- 18.2.3 On the fifth BUSINESS DAY following mailing, if mailed by national ordinary mail; or
- 18.2.4 On the tenth BUSINESS DAY following mailing, if mailed by airmail.
- 18.3 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other PARTY.

19 No Waiver

- 19.1 No delay, act or omission by a PARTY in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

20 Severance

- 20.1 If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

21 Law and Jurisdiction

- 21.1 This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.