

Terms and Conditions

Application

1. These Terms of Supply for Goods and/or Services apply as follows:
 - 1.1. All logistics, freight and warehousing Services are subject to current BIFA Terms & Conditions.
 - 1.2. All electrical trade Goods supplied by the IES Electrical division are subject to standalone IES Electrical Terms & Conditions.
 - 1.3. All other Services, including but not limited to; case making and equipment refurbishment, export packing, engineering, machinery movement, project management, equipment decommissioning and recommissioning, installation and deinstallation, sales of new and used equipment and parts, decontamination, training, are covered by the Terms set out in this document (IES Terms and Conditions).
 - 1.4. All other Goods supplied are covered by the terms set out in this document (IES Terms and Conditions).

General Terms

2. Basis of contract

- 2.1. The Terms set out in this document (IES Terms and Conditions) will apply to all orders placed by the Customer with the Supplier, unless and until the Supplier gives notices of any variations or additions.
- 2.2. The Terms set out in this document (IES Terms and 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.
- 2.3. The definitions and rules of interpretation in Annex A apply to the Terms set out in this document (IES Terms and Conditions).
- 2.4. The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with the Terms set out in this document (IES Terms and Conditions).
- 2.5. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.6. The Order shall only be deemed to be accepted on the earlier of when the Supplier issues acceptance of the Order or allocates Goods or Services resources to the Order, at which point the Contract shall come into existence.
- 2.7. The Customer waives any right it might otherwise have to rely on any term endorsed on, delivered with or contained in any documents of the Customer that is inconsistent with the Terms set out in this document (IES Terms and Conditions).
- 2.8. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods or Services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.9. The Supplier's Quotation for the Goods and/or Services is not an offer and shall only be valid for a period of 30 Calendar Days from its date of issue, unless otherwise specified, excluding transportation.

3. Prices, payment and interest

- 3.1. The prices of and charges for the Goods and/or Services to be provided under the Contract are set out in the Supplier's Quotation and are to be paid in accordance with the Terms set out in this document (IES Terms and Conditions).
- 3.2. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 3.3. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier may suspend any further delivery of Goods and/or provision of Services and the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

4. Force majeure

- 4.1. Neither party shall be in breach of the 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 a Force Majeure Event. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Contract by giving 7 days written notice to the affected party.

5. Assignment and other dealings

- 5.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 5.2. The Customer may not 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 without the prior written consent of the Supplier.

6. Confidentiality

- 6.1. Each party undertakes that it shall not at any time during this Contract, and for a period of five years after termination of this Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 5.2.
- 6.2. Each party may disclose the other party's Confidential Information:
 - 6.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this with this clause; and
 - 6.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
 - 6.2.3. with prior agreement from the Customer to use in case studies, marketing and other such materials.
- 6.3. Except where 5.2.2 or 5.2.3 apply, no party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

7. Limitation of liability

- 7.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - 7.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 7.1.2. fraud or fraudulent misrepresentation;
 - 7.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 7.1.4. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 7.2. Subject to clause 6.1:
 - 7.2.1. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of contracts, revenue or goodwill or for any indirect or consequential loss or damage arising under or in connection with the Contract; and
 - 7.2.2. the Supplier's liability to the Customer in respect of all loss, damage, cost, interest and expense arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed, in relation to one or more connected claims, the amount paid or payable under the relevant Contract.
 - 7.2.3. where a Contract is split into multiple phases (as decided by the Supplier), the Supplier's liability in clause 6.2.2 is limited to the amount paid or payable under the relevant phase.
- 7.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8. Termination

- 8.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - 8.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of the Customer being notified in writing to do so;
 - 8.1.2. the Customer is unable to pay its debts when due, 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 anything analogous occurs in relation to the Customer in any jurisdiction;
 - 8.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 8.1.4. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 7.1.
- 8.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

- 8.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt
- 8.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 8.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. Entire agreement

- 9.1. This 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.
- 9.2. 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 this agreement or for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10. No Poaching

- 10.1. In order to protect the legitimate business interests of the Supplier, the Customer undertakes to the Supplier that it will not (and will not procure any third party to) (a) attempt to solicit or entice away or (b) solicit or entice away from the employment or service of the Supplier the services of any Key Person (other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the Supplier) and, except with the prior written consent of the Supplier, will not employ or engage or otherwise facilitate the employment or engagement of any Key Person.
- 10.2. The Customer will be subject to and agrees to be bound by the obligations in clause 10.1 of this Contract for the term of the Contract and for a period of 6 months after termination or expiry of the Contract.
- 10.3. For the purposes of this clause, a Key Person shall mean any person employed or engaged by the Supplier during the Contract, who has been engaged in the supply of Goods or the provision of Services or the management of this Contract whether as an employee, independent contractor or in any other form of employment or engagement.
- 10.4. Each of the undertakings in this clause is separate and is enforceable by the Supplier separately and independently of any other in this clause.
- 10.5. In the event that the Customer breaches this clause, then without prejudice to any other rights or remedies of the Supplier, the Supplier shall be entitled to be paid on demand liquidated damages (as a genuine pre-estimate of loss) of 150% of the Key Person's most recent annual remuneration, benefits and training package.

11. Miscellaneous

- 11.1. Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.2. Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.3. 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 without affecting the validity and enforceability of the rest of the Contract.
- 11.4. Notices.
 - 11.4.1. Any notice or other communication given to a party under or in connection with the Contract (other than for or in legal proceedings) shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
 - 11.4.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant address; 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 fax or email, following confirmation of receipt via telephone, provided a non-delivery message is not generated.
- 11.5. Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 11.6. Data protection and data processing. The parties shall comply with their respective obligations under DP Legislation, from time to time applicable and with their own privacy policies.
- 11.7. Governing Law and Disputes. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by the laws of and decided by the courts of England and Wales (which shall have exclusive jurisdiction).

Goods

12. Goods

- 12.1. The Goods are as described in the Specification.
- 12.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause shall survive termination of the Contract.
- 12.3. The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.

13. Delivery

- 13.1. The Supplier shall ensure that:
 - 13.1.1. each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 13.1.2. if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense, unless otherwise stated.
- 13.2. The Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery ("Pick Up Point") within three Business Days of the Supplier notifying the Customer that the Goods are ready, unless the Supplier agrees in advance to deliver the Goods to a specified location ("Drop Off Point") (in either case the "Delivery Location").
- 13.3. Delivery is completed immediately prior to loading at the Pick Up Point or unloading of the Goods at the Drop Off Point.
- 13.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery or other instructions that are relevant to the supply of the Goods.
- 13.5. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions that are relevant to the supply of the Goods.
- 13.6. If the Customer fails to take or accept delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - 13.6.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - 13.6.2. the Supplier shall store the Goods until delivery takes place and charge the Customer for related costs and expenses (excluding insurance, which will be subject to the Customer's own arrangement), with Goods in storage remaining at the Customer's own risk.
- 13.7. If 20 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 13.8. Where applicable, if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.
- 13.9. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

14. Quality

- 14.1. If explicitly stated in the Contract, the Supplier warrants that on delivery and for the warranty period from the date of delivery as stated in the Supplier's Quotation or order acknowledgement ("warranty period"), the Goods shall:
 - 14.1.1. conform in all material respects with the Specification; and
 - 14.1.2. be free from material defects in design, material and workmanship.
- 14.2. Subject to clause 12.1 if:

- 14.2.1. the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 12.1;
- 14.2.2. the Supplier is given a reasonable opportunity of examining such Goods; and
- 14.2.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- 14.2.4. the Supplier shall, if it accepts the warranty claim, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 14.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 12.1 in any of the following events (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 12.2.1; (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer; (d) the Customer alters or repairs such Goods without the written consent of the Supplier; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 14.4. Except as provided in this clause 12, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 12.1.
- 14.5. This clause shall apply to any repaired or replacement Goods supplied by the Supplier.

15. Title and risk

- 15.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 15.2. Title to the Goods shall not pass to the Customer until the earlier of:
 - 15.2.1. the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 15.2.2. the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 13.4.
- 15.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 15.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 15.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 15.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 15.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.1.2; and
 - 15.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 15.4. Subject to clause 13.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 15.4.1. it does so as principal and not as the Supplier's agent; and
 - 15.4.2. title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 15.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 7.1.2 then, without limiting any other right or remedy the Supplier may have:
 - 15.5.1. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 15.5.2. the Supplier may at any time:
 - 15.5.2.1. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 15.5.2.2. if the Customer fails to do so promptly, enter any premises or vehicles of or used by the Customer or of any third party where the Goods are stored or loaded in order to recover them.

16. Price and payment

- 16.1. The price of the Goods and/or Services shall be the price set out in the Quotation, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 16.2. The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the Specification; or (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 16.3. The price of the Goods and/or Services: (a) excludes amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid

VAT invoice; and (b) excludes the costs and charges of packaging, insurance and transport of the Goods unless otherwise stated, which shall be invoiced to the Customer.

- 16.4. The Supplier may invoice the Customer for the Goods and/or Services on or at any time after the completion of delivery, unless otherwise specified.
- 16.5. The Customer shall pay the invoice in full and in cleared funds within 30 Calendar Days of the date of the invoice, subject to satisfactory credit checks and unless otherwise stated payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

Services

17. Supply of Services

- 17.1. The Supplier provides logistics and warehousing services only on the current BIFA terms, which are expressly incorporated into the Contract for such services.
- 17.2. The Terms set out in this document (IES Terms and Conditions) apply to case making and refurbishment, export packing, engineering, machinery movement, project management, equipment decommissioning and recommissioning, installation and deinstallation, sales of new and used equipment and parts, decontamination, training and all other Services provided by the Supplier.
- 17.3. The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 17.4. The Supplier shall use all reasonable endeavours to meet any performance dates agreed by the Supplier, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 17.5. The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 17.6. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

18. Customer's obligations

- 18.1. The Customer shall:
 - 18.1.1. ensure that the terms of the Order and any information it provides for the Specification are complete and accurate;
 - 18.1.2. co-operate with the Supplier in all matters relating to the Services;
 - 18.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 18.1.4. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 18.1.5. prepare the Customer's premises and access for the supply of the Goods and/or Services as applicable;
 - 18.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 18.1.7. comply with all applicable laws, including health and safety laws;
 - 18.1.8. if applicable, keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 18.1.9. comply with any additional obligations as set out in the Specification.
- 18.2. If the Supplier's performance of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 - 18.2.1. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services 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 in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 18.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause; and
 - 18.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

19. Charges and payment

- 19.1. The charges for the Services ("Charges") shall be calculated on a time and materials basis:
 - 19.1.1. the Charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in its Quotation or order acknowledgement;

- 19.1.2. the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 4.00 pm worked on Business Days ("Standard Hours"), unless otherwise stated in the Quotation;
- 19.1.3. the Supplier shall be entitled to charge an overtime rate (in accordance with the associated Quotation) of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the Standard Hours; and
- 19.1.4. the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 19.2. The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 19.3. The Supplier shall invoice the Customer in arrears (unless agreed otherwise agreed).
- 19.4. The Customer shall pay each invoice submitted by the Supplier:
 - 19.4.1. within 30 Calendar Days of the date of the invoice, unless stated otherwise; and
 - 19.4.2. in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 - 19.4.3. time for payment shall be of the essence of the Contract.
- 19.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT, for which the Customer shall be liable in addition.

20. Cancellation

- 20.1. The Supplier shall be under no obligation to accept a request for full or partial cancellation from the Customer and the Customer has no right to cancel Goods and/or Services.
- 20.2. If, in its absolute discretion, the Supplier is prepared to accept a full or partial cancellation for Goods and/or Services, this shall be subject to prior payment of the Cancellation Charge.

21. Intellectual property rights

- 21.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 21.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Supplier's materials (excluding materials provided by the Customer) for the purpose of receiving and using the Services in its business.
- 21.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 18.2.
- 21.4. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

Annex A Definitions and Interpretation

A. Definitions

"BIFA": The British International Freight Association.

"Business Day": any day from Monday to Friday inclusive, excluding English bank and public holidays.

"Cancellation Charge": such proportion of the Contract price for the Goods and Services, as reasonably assessed by the Supplier together with all costs, charges and fees incurred by the Supplier or to which it is committed in anticipation of or for the purposes of the Contract.

"Confidential Information": means methodologies, plans, forecasts, pricing, information and data relating to the business, affairs and finances of a party, which is marked as confidential or, having regard to the context of its disclosure, ought reasonably to be regarded as confidential.

"Contract": the contract between the Supplier and the Customer comprising the Terms set out in this document (IES Terms and Conditions), which may be in the form of an accepted written Quotation.

"Customer": the company, partnership, trader or other person who receives a Quotation from the Supplier or submits an Order to the Supplier.

"Goods": the goods (or any part of them) set out in the Order.

“Data Controller”: has the meaning set out in the Data Protection Act 2018.

“Data Subject”: an individual who is the subject of Personal Data.

“DP Legislation”: the Data Protection Act 2018, the General Data Protection Regulation and any other legislation and secondary legislation relating to data protection applicable in the United Kingdom.

“Force Majeure Event” means an event or circumstance beyond the reasonable control of the affected party.

“Intellectual Property Rights”: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order”: the Customer's order for the Goods and/or Services, as set out in the Customer's purchase order form acknowledged by the Supplier or the Customer's written acceptance of the Supplier's Quotation, as the case may be.

“Quotation”: the Supplier's quotation for specific Goods and/or Services.

“Retail Prices Index”: The retail prices index (all items) as published by the Office for National Statistics, or any successor body or index.

“Services”: (other than logistics and warehousing services, which are provided on the current BIFA terms), the services supplied by the Supplier to the Customer as set out in the Specification.

“Specification”: any specification for the Goods, including any related plans and drawings that is referred to in the Quotation.

“Supplier”: Import Export Services Limited (Co. No. 04221947), “IES”, the registered office of which is at 1 Portview Road, Avonmouth, Bristol BS11 9LS, United Kingdom.

“Terms”: the terms and conditions set out in this document (IES Terms and Conditions), including Annex A.

B. Interpretation

In the Terms set out in this document (IES Terms and Conditions), a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; 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; the singular includes the plural and the opposite applies and a reference to writing or written includes faxes and emails.