

Journeo Group's Standard Terms & Conditions

For The Supply Of Goods And/or Services

The Customer's attention is drawn in particular to the provisions of condition 12.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions In these Conditions, the following definitions apply:

Journeo Group Company: Journeo plc (registered in England and Wales with company number 02974642) and/or any subsidiary undertaking (within the meaning set out in section 1162 of the Companies Act 2006, as amended) and "Journeo Group" shall be construed accordingly;

Applicable Law: in any jurisdiction in which the Goods are to be delivered, Services are to be performed or Software provided under this Contract any and all applicable laws, regulations, and industry standards or guidance (including without limitation any applicable British Standard) and any applicable and binding judgment of a relevant court of law;

Business Day: a day other than a Saturday, 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 in accordance with condition 10.4;

Commencement Date: the date specified in the Order as the commencement date of the Services or provision of the Software or where no such date is specified in the Order the date on which the Contract is deemed accepted by the Supplier in accordance with condition 2.4;

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 17.3 and 17.4;

Confidential Information: any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, customers, suppliers, employees, affiliates, products and/or methods of the Supplier or the Customer and disclosed to or otherwise obtained by the other party in connection with the Contract;

Contract: the contract between the Supplier and the Customer for the supply of Goods, Services and/or the provision of Software in accordance with these Conditions, the Order and

the Specification;

Customer: the person or firm who purchases Goods, Services and/or Software from the Supplier;

Data Protection Legislation: unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 1998 including but not limited to the Data Protection Act 2018;

Deliverables: all documents, products and materials developed by the Supplier or the Supplier Personnel as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

Delivery Location: the location specified in the Order or where no such location is specified in the Order such location as is notified to the Supplier by the Customer prior to delivery;

Force Majeure Event: has the meaning given in condition 16;

GDPR: General Data Protection Regulation ((EU) 2016/679);

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

Initial Term: the initial period of fixed time for which the provision of the Services and/or Software under this Contract is agreed as specified in the Order if applicable;

Insolvency Event: has the meaning given in condition 15.3(b);

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, 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;

Maintenance Release: any fix, update or patch release of the Software that corrects faults,

enhances existing functionality, increases the scope of existing functionality or otherwise amends or provides minor upgrades to the Software, but does not constitute a New Version;

New Version: any new version of the Software which from time to time is marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

Order: the Customer's order for the supply of the Goods, Services and/or provision of the Software, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation proposal, or overleaf, as the case may be;

Price: the price payable by the Customer for the supply of the Goods in accordance with condition 10.1;

Property: any sites, vehicles, locations or other types of property (movable or immovable) to which the Goods are to be affixed and as are approved for this purpose by the Supplier in writing;

Services: the services, including any installation, general maintenance and support, Software Maintenance and Support Services and/or Deliverables as applicable, to be provided by the Supplier under the Contract in accordance with the Order;

Software: the computer programs in the Order together with any Maintenance Releases which the Supplier is required to provide to the Customer under the Contract;

Software Fee: the charges payable by the Customer for the provision of Software as specified in the Order, or, if no charges are specified in the Order, the component of the Price and/or Charges payable under the Contract which constitutes consideration for the provision of the Software;

Software Licence: has the meaning given in condition 8.2;

Software Maintenance and Support Services: any part(s) of the Services which relate to the maintenance, care, repair, upkeep or continuing functionality of the Software, which are included in the Specification;

Specification: the specification for the Goods, Services and/or Software that is set out in or attached to the Order (including, if applicable, any service levels set out in or attached to the Order);

Supplier: the Journeo Group Company specified in the Order or, if different, the Journeo Group Company providing the Goods, Services and/or Software (either directly or through a nominated third party);

Supplier Materials: all materials, equipment and tools, drawings, specifications and data supplied or made available by the Supplier to the Customer and excluding the Software;

Supplier Personnel: the personnel, subcontractors and the personnel of these subcontractors, engaged by the Supplier in the performance of the Contract;

Third Party Additional Terms: the additional terms and conditions relating to Third Party Software as notified in writing to the Customer by the Supplier from time to time, including as specified in the Order if applicable; and

Third Party Software: any third party software incorporated within the Software, including as detailed in the Order.

1.2 **Interpretation** In these Conditions, the following rules apply:

- a. a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded and 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; and
- c. except in respect of notices sent pursuant to condition 17.7, a reference to **writing or written** includes emails but does not include fax.

2 BASIS OF CONTRACT

- 2.1 Except as provided in condition 2.3, these 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.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods, Services and/or Software in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and the Specification are complete and accurate.
- 2.3 Where the Order contains terms or conditions that are contrary to or vary these Conditions, the terms of the Order shall prevail and these Conditions shall be deemed varied to the minimum extent required to incorporate the relevant terms and conditions of the Order.

- 2.4 The Order shall only be deemed to be accepted when the Supplier signs the Order or issues a written acceptance of the Order, at which point the Contract shall come into existence on that date.
- 2.5 The Contract is not a sale by sample. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or other marketing materials are produced for the sole purpose of giving an approximate idea of the Goods, Services and/or Software described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 Any quotation given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document that is inconsistent with these Conditions.

3 GOODS

- 3.1 The Goods are described in the Order.
- 3.2 The Supplier reserves the right to amend any Specification applicable to the Goods if required by any Applicable Law.

4 DELIVERY OF THE GOODS

- 4.1 The Supplier shall provide to the Customer on request, a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including any code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods to the Delivery Location at any time after the Supplier notifies the Customer that the Goods are ready and delivery shall be completed on the Goods' arrival at the Delivery Location.
- 4.3 The Customer shall provide all necessary delivery and location instructions, documents, licences, authorisations, labour and equipment to enable the Goods to be safely unloaded at the Delivery Location, as applicable, and shall ensure that each delivery of Goods is signed for by an authorised representative.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier may deliver the Goods in advance of any dates quoted for delivery by giving at least 1 Business Days' notice of delivery to the Customer (or such other notice period as the parties may agree is appropriate in the circumstances). 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 and location instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 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 delivery and location instructions or any other instructions that are relevant to the supply of the Goods.

- 4.6 If the Customer fails to take or accept, as the case may be, delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready for delivery or the Supplier is unable to deliver them due to the Customer's breach of condition 4.3 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:
- a. delivery of the Goods shall be deemed to have been completed at 09:00 on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready for delivery; and
 - b. the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 10 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, as the case may be, 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.
- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 QUALITY OF THE GOODS

- 5.1 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
- a. conform in all material respects with their description and the Specification;
 - b. be free from material defects in design, material and workmanship;
 - c. be fit for any purpose held out by the Supplier; and
 - d. comply with any additional warranties provided in the Order.
- 5.2 Subject to conditions 5.3 and 5.4, if:
- a. the Customer gives notice in writing to the Supplier during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 5.1;
 - b. the Supplier is given a reasonable opportunity of examining such Goods; and
 - c. 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;
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 5.3 The Supplier shall not be liable for any Goods' failure to comply with the warranty set out in condition 5.1 in any of the following events:
- a. the Customer makes any further use of such Goods after giving notice in accordance with condition 5.2;
 - 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, wilful damage, vandalism, water ingress, 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 Law.
- 5.4 The Supplier's liability in relation to defects in the Goods arising from a defect in a part (or parts) of the Goods which was not manufactured by the Supplier, shall be limited to the level, terms and actual recovery under any warranty that the Supplier has obtained from the third party that manufactured the defective part(s) of the Goods.
- 5.5 Except as provided in this condition 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 5.1.
- 5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 TITLE AND RISK

- 6.1 Risk in the Goods shall pass to the Customer on deemed delivery of such Goods.
- 6.2 Title to the Goods shall pass to the Customer at the earlier of:
- a. the Supplier receiving payment in full (in cash or cleared funds) for:
 - i. the Goods; and
 - ii. 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
 - b. the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in condition 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- a. store the Goods for which it has not paid separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d. notify the Supplier immediately if it becomes subject to an Insolvency Event;
- e. give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
- f. permit or procure permission for the Supplier, its agents and authorised representatives to enter any premises of the Customer or of any third party where the Goods are stored in order to inspect whether the Customer is in compliance with this condition 6.3 and/or recover the Goods.

6.4 Subject to condition 6.5, 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:

- a. it does so as principal and not as the Supplier's agent; and
- b. title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to an Insolvency Event, then, without limiting any other right or remedy the Supplier may have:

- a. the Customer must immediately notify the Supplier of the event;
- b. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- c. the Supplier may at any time:
 - i. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - ii. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7 PERFORMANCE OF THE SERVICES

7.1 To the extent that this Contract is for the provision of Services, the Contract shall take effect from the Commencement Date and shall remain in force for the Initial Term (if applicable) and the Supplier shall continue to provide the Services to the Customer in accordance with the Contract in all material respects unless it is terminated in accordance with the terms of this Contract.

7.2 The Supplier shall use reasonable endeavours to perform the Services by the date(s) agreed in writing between the parties to the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

7.3 The Supplier warrants that it shall provide the Services with reasonable care and skill. The terms implied by 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 SOFTWARE LICENCE



- 8.1 This condition 8 shall only apply where the Supplier is supplying Software to the Customer as specified in the Order.
- 8.2 In consideration of the Software Fee paid by the Customer to the Supplier under the Contract, the Supplier grants to the Customer a non-exclusive licence to use the Software at or on the Property, as the case may be, (Software Licence) with effect from the Commencement Date and this Software Licence shall remain in force for the Initial Term (if applicable) and shall continue unless it is terminated in accordance with the term of this Contract.
- 8.3 In relation to scope of use:
- a. for the purpose of condition 8.2, use of the Software shall be restricted to use of the Software on the Goods or other compatible goods provided by the Supplier and for the purpose of processing the Customer's data for the normal business purposes of the Customer;
 - b. the Customer may not use the Software other than as specified in conditions 8.2 and 8.3(a) without the prior written consent of the Supplier, and the Customer acknowledges that additional charges may be payable on any change of use approved by the Supplier;
 - c. the Customer may make backup copies of the Software as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying;
 - d. except as expressly stated in this condition 8, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, or make error corrections to the Software in whole or in part except to the extent that any reductions of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software within the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction;
 - e. any applicable Third Party Software shall be deemed to be incorporated within the Software for the purposes of the Software Licence (except where expressly provided to the contrary) and use of the Third Party Software shall be subject to the Third Party Additional Terms;
 - f. the Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third Party Additional Terms howsoever arising; and
 - g. the Supplier may treat the Customer's breach of any Third Party Additional Terms as a breach of these Conditions.

- 8.4 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under condition 8.3(d) to create any software whose expression is substantially similar to that of the Software or the Third Party Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 8.5 The Customer shall not:
- a. sub-licence, assign or novate the benefit or burden of the Software Licence in whole or in part; nor
 - b. allow the Software to become the subject of any charge, lien or encumbrance, without the prior written consent of the Supplier.
- 8.6 The Customer shall:
- a. notify the Supplier as soon as it becomes aware of any unauthorised use of the Software by any person; and
 - b. pay, for broadening the scope of the licences granted under the Software Licence to cover the unauthorised use, an amount equal to the fees which the Supplier would have levied (in accordance with these Conditions) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 10.9, from such date to the date of payment.
- 8.7 The Customer shall permit the Supplier to inspect and have access to the Property and any other premises (and to the equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with the Software Licence, for the purposes of ensuring that the Customer is complying with the terms of the Software Licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 8.8 The Supplier will provide the Customer with all Maintenance Releases relevant to the version of the Software purchased by the Customer until the earlier of:
- a. the Supplier not being required to provide the Customer with Software Maintenance and Support Services; or
 - b. the release of 2 further New Versions following the version the Customer bought.
- 8.9 The Customer shall install all Maintenance Releases as soon as practicable after receipt.
- 8.10 Subject to the Order, the Supplier is under no obligation to provide the Customer with New Versions of the Software and it is agreed between the Customer and the Supplier that where New Versions of the Software are requested by the Customer, the Customer will pay an additional fee for such.

9 CUSTOMER OBLIGATIONS

- 9.1 The Customer shall:
- a. co-operate with the Supplier in all matters relating to the Services;

- b. provide the Supplier and the Supplier Personnel with access to the Property, the Customer's premises, office accommodation and other facilities reasonably required by the Supplier for the purpose of providing the Services;
- c. provide such information to the Supplier as the Supplier may reasonably request for the purpose of providing the Services and ensure that such information is accurate in all material respects;
- d. obtain and maintain all necessary licences, permissions and consents which may be required for the receipt and use of the Goods, Services and/or Software before the Commencement Date;
- e. prepare the Property, Customer's premises and/or any other locations where the Services may be provided;
- f. keep and maintain all Supplier Materials at the Customer's premises and/or any other locations where the Services may be provided 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
- g. comply with all Applicable Law with respect to its activities under the Contract.

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

- a. the Supplier shall without limiting its other rights or remedies have the right to suspend provision of the Goods and/or Software and/or performance of the Services until the Customer remedies the Customer Default;
- b. the Supplier shall not be liable for any 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 condition 9.2; and
- c. the Customer shall reimburse the Supplier on demand for any losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10 CHARGES AND PAYMENT

10.1 The Price for the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force on the date of delivery. The Price is inclusive of the costs and charges of packaging. The Price is exclusive of:

- a. the costs and charges of insurance and transport of the Goods, which the Customer shall pay to the Supplier; and
- b. amounts in respect of value added tax (**VAT**), which the Customer shall pay to the Supplier at the prevailing rate, subject to receipt of a valid VAT invoice.

10.2 The Software Fee is exclusive of amounts in respect of any applicable UK VAT, which the Customer shall pay to the Supplier at the prevailing rate, subject to receipt of a valid VAT invoice.

- 10.3 The Charges shall be the charges set out in the Order.
- 10.4 The Charges exclude amounts in respect of UK 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.
- 10.5 The Supplier reserves the right to, by giving notice to the Customer at any time before delivery, increase the Price to reflect any increase in the cost of the Goods that is due to:
- i. 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);
 - ii. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification applicable to the Goods; or
 - iii. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 10.6 The Supplier may invoice the Customer for the:
- a. Price plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery;
 - b. Charges plus VAT at the prevailing rate (if applicable), including for any part of the Services performed to date, monthly in arrears; and
 - c. Software Fee plus VAT at the prevailing rate (if applicable), including for any part of the Software provided to date, in accordance with the Order.
- 10.7 The Customer shall pay each invoice in full and in cleared funds within 30 calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 10.8 Payment shall fall due in accordance with condition 10.7 and the Supplier shall accordingly be entitled to sue for the price once it is due, despite the fact that title to the Goods has not passed to the Customer.
- 10.9 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or other such legislation as applicable at the time the payment falls due.
- 10.10 The parties 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).

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods, the Software (where condition 8 applies) and the Supplier Materials are and shall remain the sole property of the Supplier or (as the case may be) the third party rights owner.
- 11.2 Unless otherwise agreed in writing, all Intellectual Property Rights arising in the performance of the Services (including the Deliverables) shall be owned by the Supplier.

- 11.3 The Customer may use the Deliverables only for the purpose of receiving the Services. The Customer shall not supply the Deliverables to any third party or use the Services or the Deliverables to provide a service to any third party.
- 11.4 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify, keep indemnified and hold harmless the Supplier from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation whether arising in tort (including negligence), in contract or otherwise and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier as a result of or 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 condition 11.4 shall survive termination of the Contract.
- 11.5 The Supplier may inform third parties that it provides or has provided the Goods to the Customer. The Customer licenses the Supplier to use its name and logo(s) for this sole purpose.

12 LIABILITY

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- a. death or personal injury caused by its negligence, or the negligence of its Supplier Personnel (as applicable);
 - b. fraud or fraudulent misrepresentation;
 - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
 - d. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - e. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 12.2 Subject to condition 12.1:
- a. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for:
 - i. any indirect, special, consequential or pure economic loss or damage;
 - ii. any loss of profits, anticipated profits, revenue or business opportunities; or
 - iii. damage to goodwill(in each case arising as a direct or indirect result of the relevant claim); and
- 12.3 the Supplier's total liability to the Customer in respect of all other losses 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 200% of the aggregate of the Price, Charges and Software Fee paid and/or payable under this Contract in the 12 months preceding the event or, in the case of a series of events the first event, giving rise to the loss.

13 CONFIDENTIALITY

- 13.1 Subject to condition 13.2, and conditions 13.4 to 13.6 (inclusive) where Journeo plc (registered in England and Wales with company number 02974642) is the Supplier, each party to the Contract (the **Recipient**) shall:
- a. use the other party's (the **Disclosing Party's**) Confidential Information solely for the performance of the Contract; and
 - b. keep the Disclosing Party's Confidential Information strictly confidential and not, without the Disclosing Party's prior written consent, disclose it to any other person.
- 13.2 The Recipient may disclose the Disclosing Party's Confidential Information:
- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Recipient's rights or carrying out its obligations under or in connection with the Contract and the Recipient shall ensure that such persons comply with this condition 13;
 - b. as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority, including, where applicable, to the extent it is required to be disclosed by the rules of any recognised stock exchange; and
 - c. if such information is public knowledge or already known to the Recipient at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise).
- 13.3 Conditions 13.4 to 13.6 (inclusive) shall only be applicable where the Supplier is Journeo plc under the Contract.
- 13.4 The Customer agrees, accepts and acknowledges:
- a. Journeo plc is a company whose shares are traded publicly;
 - b. Confidential Information disclosed and/or the fact that the Customer has been provided with Confidential Information by Journeo plc, may constitute unpublished price sensitive information and inside information (constituting the Customer an insider) as each such term is defined under any Applicable Law;
 - c. the Customer will comply with all Applicable Law relevant to the possession of unpublished price sensitive information and/or inside information and it confirms that it is aware of and accepts its obligations in relation to such information and as an insider; and
 - d. the provision of this Contract relating to "price sensitive information", "inside information" and "insider" shall be deemed to apply to and include any additional, alternative or replacement terms adopted by any statute, order, regulation, instrument or guideline made after the date of this Contract and relating to information of the nature of unpublished price sensitive information and/or inside information as such terms are defined by the relevant legislation as at the date of this Contract.

- 13.5 Without prejudice to its obligations relevant to the possession of unpublished price sensitive information and/or inside information of Journeo plc, the Customer shall at all times, maintain a full, accurate and up to date record of all persons who have had access to such information and provide a copy of such record to Journeo plc, on demand.
- 13.6 No announcement or information concerning this Contract, its subject matter or its relationship with Journeo plc (if any) shall be made or released or authorised to be made or released by the Customer (but excluding any disclosure required by Applicable Law and/or the rules of any recognised stock exchange and/or a regulatory authority) without the prior written consent of Journeo plc.
- 13.7 This condition 13 shall survive termination of the Contract.

14 DATA PROTECTION

- 14.1 This condition 14 shall only apply where the Supplier is handling Personal Data (as defined in the Data Protection Legislation) on behalf of the Customer.
- 14.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 14.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 14.4 Without prejudice to the generality of condition 14.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 14.5 Without prejudice to the generality of condition 14.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- a. process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Data Processing Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Supplier from so notifying the Customer;
 - b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the

data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the Customer without undue delay on becoming aware of a Personal Data breach;
- g. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
- h. maintain complete and accurate records and information to demonstrate its compliance with this condition 14.

14.6 The Supplier shall not appoint any third party processor of Personal Data under the Contract without the written consent of the Customer.

15 TERMINATION

15.1 Without limiting its other rights or remedies, either party may terminate the provision of the Services and/or the Software Licence (as applicable) under this Contract in whole or in part by giving the other party no less than 3 months' notice in writing, such notice to expire on the end

- of the Initial Term, if applicable, and in the absence of any Initial Term being applicable, on the next subsequent anniversary of the Commencement Date.
- 15.2 If the Customer terminates the Contract under condition 15.1 it shall pay the Supplier fair and reasonable compensation for any work in progress on the Services at the time of termination including compensation for the cost of any special order items acquired by the Supplier in expectation of providing the Goods, Services and/or Software, loss of anticipated profits and consequential loss.
- 15.3 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 the other party:
- a. commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so;
 - b. is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances (an **Insolvency Event**); or
 - c. suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 15.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods, Services and/or Software under the Contract or any other contract between the Supplier and the Customer if the Customer becomes subject to an Insolvency Event or the Supplier 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 the Contract on the due date for payment.
- 15.5 On termination of the Contract for any reason:
- a. the Customer shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and interest and, in respect of Services and/or Software supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which the Customer shall pay immediately on receipt;
 - b. the Customer shall return all of the Supplier Materials, any physical copy of the Software and any Deliverables which have not been fully paid for. If the Customer fails to do so, the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose other than receiving and using the Services;
 - c. the Software Licence shall immediately cease;
 - d. the parties' rights and remedies that have accrued as at termination shall be unaffected; and

- e. conditions that expressly or by implication survive termination of the Contract shall continue in full force and effect.

16 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event which hinders, delays or prevents performance of a party's obligations and which is either beyond that party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

17 GENERAL

17.1 Assignment, subcontracting and other dealings

- a. Subject to condition 14.6, the Supplier may at any time assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract.
- b. The Customer shall not assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract without the Supplier's written consent.

17.2 Entire agreement The Contract (incorporating these Conditions) 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. The Customer acknowledges that it has not relied on and shall not rely on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier, including from any representative of the Supplier, which is not set out in the Contract.

17.3 Variation Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised representative of the Supplier.

17.4 The Customer shall not vary the Contract, the Goods or the Services except as directed in writing by the Supplier or with the prior written consent of a director of the Supplier.

- 17.5 **Waiver** Except as set out in condition 2.7, 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 or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 **Severance** If any 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 shall be deemed deleted. Any modification or deletion of a provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 17.7 **Notices**
- a. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first- class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
 - b. Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the correct address; and (ii) if sent by pre-paid first-class post or other next working day delivery service, at 09:00 on the second Business Day after posting or at the time recorded by the delivery service.
 - c. This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
 - d. A notice given under the Contract is not valid if sent by email.
- 17.8 **Third party rights** All third party rights are excluded and no third party shall have the right to enforce the terms of this Contract. This shall not apply to any person, including any Journeo Group Company, to whom the Supplier consents to being able to enforce and/or perform this Contract on behalf of, or in addition to, the Supplier.
- 17.9 **Relationship** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Supplier and the Customer, constitute either party the agent of the other party or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.10 **Governing law** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
- 17.11 **Jurisdiction** The Customer irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this condition shall limit the Supplier's right to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in

any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.