

Standard Terms and Conditions for the Supply of Services (UK)

1 Definitions and Interpretation

The following definitions and rules of interpretation apply to these terms.

1.1 Definitions

Conditions: these Standard Terms and Conditions for Supply of Services as amended from time to time in accordance with clause 2.

Confidential Information: all information in any form which is either explicitly marked or identified as being confidential or would reasonably be expected to be treated as such, but excludes information which (a) is or becomes generally available to the public (other than as a result of its disclosure in breach of the Contract); (b) was available to the recipient on a non-confidential basis prior to the disclosure by the disclosing party; (c) was lawfully in the possession of the recipient before the information was disclosed to it; (d) the parties agree in writing is not confidential or may be disclosed; or (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party

Contract: the Contract between Frazer-Nash and the Customer for the supply of Goods and/or Services by Frazer-Nash which shall be formed in accordance with clause 3.2 and which shall be comprised of these Conditions and the Proposal.

Customer: any company, individual, partnership or organisation who enters into the Contract with Frazer-Nash.

Customer Materials: all materials, information, equipment, designs, tools, drawings, specifications, documents and data owned, controlled or provided by the Customer.

Deliverables: the results of the Services as specified by Frazer-Nash.

Frazer-Nash: Frazer-Nash Consultancy Limited (company number 02562870), whose registered office is at Hill Park Court, Springfield Drive, Leatherhead, Surrey, England, KT22 7NL.

Frazer-Nash's Group: every subsidiary or holding company of Frazer-Nash and all subsidiaries of every such holding company.

Goods: all goods, materials, equipment or articles supplied by Frazer-Nash to the Customer.

Intellectual Property Rights: any patent, copyright and related rights, moral rights, registered and unregistered designs, design right, trademark, trade secrets, rights in computer software, database rights, rights to use, confidential information (including know-how and trade secrets) and all other intellectual property rights, 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.

Proposal: Frazer-Nash's proposal (including quotations and estimates) for the supply of the Goods and/or the Services.

Services: the work or services of Frazer-Nash (including the Deliverables) as referred to in the Proposal, or as otherwise agreed in writing with the Customer.

Trade Control Laws: any and all export, import and trade control laws and regulations (as amended or replaced by the relevant authority) which are applicable to: (a) the Goods and/or Services, or any part of them, under this Contract; or (b) the use or end use of any the Goods and/or Services.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 A reference to legislation, regulations or similar is a reference to it as amended, extended or re-enacted from time to time, and shall include all subsidiary and successor legislation, regulations or similar.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Applicability

These Conditions shall apply to the Contract between Frazer-Nash and the Customer, and shall prevail over any terms or conditions which the Customer may purport to apply, whether in correspondence, under a purchase order (or similar document) or through a course of dealing. No variation of these Conditions or of any Contract shall be valid unless agreed in writing by an authorised representative of Frazer-Nash.

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3 Proposal and Contract Formation

- 3.1 The Proposal constitutes an invitation to treat by Frazer-Nash and does not constitute a binding contract.
- 3.2 The Contract shall be formed on the earlier of: (a) the date on which Frazer-Nash accepts in writing the Customer's order placed in accordance with a Proposal; or (b) the date on which Frazer-Nash commences provision of the Goods and/or Services.
- 3.3 Unless withdrawn earlier by Frazer-Nash, all Proposals given by Frazer-Nash are valid for a period of forty-five days from their date, or such other period expressly specified in writing by Frazer-Nash.
- 3.4 Unless otherwise expressly specified by Frazer-Nash, all prices quoted shall be exclusive of costs of delivery, packaging, carriage, insurance, value added tax and all other sales taxes and/or duties.
- 3.5 Any samples, drawings, descriptive matter, advertising or similar issued by Frazer-Nash are issued for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force unless expressly included in the Proposal.

4 Frazer-Nash Responsibilities

- 4.1 Frazer-Nash shall supply the Services to the Customer in accordance with the Proposal in all material respects.
- 4.2 Frazer-Nash shall use reasonable endeavours to comply with any agreed dates for delivery of Goods or performance of Services but any such dates are estimates only. Time is not of the essence for delivery of the Goods or performance of the Services. Failure to deliver Goods or perform Services by such dates shall not be a breach or repudiation of the Contract, and Frazer-Nash shall not be liable for any loss or damage suffered by the Customer as a result of such delay.
- 4.3 Subject to clause 8 below, Frazer-Nash warrants that:
 - 4.3.1 it shall use reasonable skill and care in the performance of the Services; and
 - 4.3.2 Goods shall be free from defects in materials and workmanship for six months from the date of delivery.
- 4.4 The Goods and/or Deliverables are prepared by Frazer-Nash for the Customer in accordance with the terms of the Contract and Frazer-Nash accepts no liability to any third party or the Customer in respect of any third party's use of or reliance on the Goods and/or Deliverables.

5 Customer Responsibilities

- 5.1 The Customer shall, as and when requested by Frazer-Nash, promptly provide all necessary Customer Materials, instructions, and access to personnel and facilities required to enable Frazer-Nash to meet its obligations under the Contract. The Customer undertakes to pay Frazer-Nash any additional charges arising from errors or delays in providing any of the foregoing.
- 5.2 The Customer shall be responsible for ensuring that all Customer Materials and instructions provided to Frazer-Nash are accurate, unambiguous, clearly legible and that they meet the Customer's and Frazer-Nash's requirements. Frazer-Nash shall not be liable for any loss, delay, damage, cost or expense incurred or suffered by the Customer arising (directly or indirectly) from any inaccuracy, ambiguity or illegibility of any Customer Materials.
- 5.3 The Customer shall be responsible for obtaining and maintaining all necessary licenses, permissions and authorisations applicable to the supply of the Goods and/or Services, including (without limitation) export and/or import licences for any Goods, Deliverables or other data or materials transferring between Frazer-Nash and the Customer. The Customer shall notify Frazer-Nash if any Customer Materials is subject to export controls and ensure that an appropriate marking is in place to clearly demonstrate this.
- 5.4 The Customer shall notify Frazer-Nash in advance if any element of the Contract (including but not limited to the Goods, Services, Deliverables, or Customer Materials) is subject to export controls or similar regulations or restrictions.
- 5.5 If Frazer-Nash's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**") then the following shall apply:
 - 5.5.1 Without limiting or affecting any other right or remedy available to it, Frazer-Nash shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and shall be relieved from

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performance of any of its obligations to the extent the Customer Default prevents or delays Frazer-Nash's performance of any of such obligations;

5.5.2 Frazer-Nash shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Frazer-Nash's failure or delay to perform any of its obligations as set out in this Contract; and

5.5.3 the Customer shall reimburse the Frazer-Nash on written demand for any costs or losses reasonably sustained or incurred by Frazer-Nash arising directly or indirectly from the Customer Default.

6 Acceptance of Goods

6.1 Unless otherwise agreed in writing, Goods will be delivered Ex Works (Incoterms 2020) at Frazer-Nash's premises when the Goods are handed over to the Customer, its agent or carrier.

6.2 Unless otherwise stated in the relevant Proposal or agreed in writing between the parties, Goods will be deemed to be accepted fourteen days following delivery to the Customer or, in the case of Goods to be collected from Frazer-Nash's premises, fourteen days following written notice to the Customer that the Goods are ready for delivery, whichever is the sooner.

6.3 Risk of loss or damage in the Goods shall pass to the Customer upon delivery of the Goods or, in the case of Goods to be collected from Frazer-Nash's premises, following seven days' notice from Frazer-Nash that the Goods are ready for collection or despatch.

7 Payment

7.1 In consideration for the Goods and/or Services, the Customer shall pay Frazer-Nash the charges set out in the Proposal.

7.2 Invoices issued by Frazer-Nash are payable in full by the Customer within thirty days of the date of such invoice, and time for payment shall be of the essence of the Contract.

7.3 Without prejudice to Frazer-Nash's termination rights, in the event that the Customer does not pay the charges by the due date for payment, Frazer-Nash reserves the right to suspend work on the Contract, and the Customer shall indemnify Frazer-Nash against any costs arising as a result of such suspension.

7.4 In spite of delivery having been made, all Goods supplied under or arising from the Contract shall remain Frazer-Nash's property until full payment of all monies (including any value added tax) due has been made.

7.5 The Customer will pay all monies due in full without any discount, deductions, set off or abatement on any grounds.

8 Remedies

8.1 Where any valid warranty claim is made in respect of any Services, Deliverables or Goods, and such claim arises directly from Frazer-Nash's fault or negligence, Frazer-Nash can choose, at its absolute discretion, to either: (a) re-perform the Services to the extent necessary to make good any defect; or (b) repair or replace the Goods (or the defective part in question); or (c) to credit or refund to the Customer the price paid for the Goods or Services (or a proportionate part of the price paid). Frazer-Nash will have no further liability to the Customer under the warranties in clause 4.3.

8.2 There will be no extension of the warranty period set out in clause 4.3.2 in respect of re-performed Services or repaired or replacement Goods.

8.3 Frazer-Nash does not warrant that the results will fully meet the objectives sought, or that any product resulting from the work will correspond exactly to specifications or estimated performance.

8.4 Frazer-Nash can only warrant its work if the whole of the relevant work programme as defined in the Proposal is carried out, including budgeted quality checks and report generation. Frazer-Nash shall be under no liability in respect of work programmes that are curtailed due to action or inaction by the Customer or any other circumstance outside of Frazer-Nash's control.

8.5 The remedies set out above shall not apply in respect of any claims:

8.5.1 made more than six months after the completion of performance of the relevant Services or delivery of the relevant Goods;

8.5.2 where the Customer has not paid in full for the relevant Services and/or Goods;

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- 8.5.3 in respect of fair wear and tear, abnormal working conditions or wilful damage by the Customer;
- 8.5.4 arising as a result of, or in connection with, errors or omissions in designs, drawings, instructions or specifications supplied by the Customer, or on the Customer's behalf, in respect of the Goods and/or Services;
- 8.5.5 arising as a result of the Customer's failure to follow Frazer-Nash's instructions regarding use or maintenance of the Goods;
- 8.5.6 arising directly or indirectly from the Customer's failure or delay to perform any of its obligations under the Contract.
- 8.6 Except as set out in this clause 8, all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9 Liability

- 9.1 Subject to clause 9.4, Frazer-Nash shall have no liability to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with, the Goods, Services and/or Contract for any:
 - 9.1.1 direct or indirect loss of: (a) profit; (b) business; (c) contracts; (d) opportunity; (e) goodwill; (f) revenue; (g) anticipated savings, expenses, costs or similar loss; or
 - 9.1.2 indirect, special or consequential loss or damage; or
 - 9.1.3 claim arising out of a claim against the Customer by a third party.
- 9.2 Each of the sub-clauses in clause 9.1 and each of the sub-paragraphs 9.1.1(a) to 9.1.1(g) constitute separate terms, and the introductory wording of clause 9.1 shall be applied to each of them separately.
- 9.3 Subject to clauses 9.1 and 9.4, the total aggregate liability of Frazer-Nash to the Customer for all liabilities arising out of or in connection with the Contract, the Services and the Deliverables, including liability in contract, tort, negligence, breach of statutory duty, indemnity or otherwise shall be limited to the lesser of: (a) twice the amount paid by the Customer for the Goods and/or Services; or (b) £100,000 (one hundred thousand pounds).
- 9.4 Nothing in these Conditions will operate or be construed to operate so as to exclude or limit the liability of Frazer-Nash for death or personal injury caused by the negligence of Frazer-Nash, fraud, fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.

10 Export Controls

- 10.1 Neither party shall do or omit to do anything which would: (a) put the other party in breach of any Trade Control Laws; or (b) cause any licences issued by an authority subject to relevant Trade Control Laws and maintained by the other party in respect of any controlled item or the performance of their respective obligations under this Contract to be withdrawn by the relevant authority or which would otherwise cause or result in a breach of the terms and conditions of such licence by that party or any other party.
- 10.2 Each party shall be responsible for any breach of this clause 10 by it or any of its employees, officers, directors or agents.

11 Intellectual Property Rights

- 11.1 Save as otherwise agreed between the parties in writing, each party shall retain ownership of any Intellectual Property Rights which are either; (a) owned or developed prior to the Contract; or (b) owned or developed outside of the Contract.
- 11.2 All Intellectual Property Rights in or arising out of or in connection with the Services, the Goods and the Deliverables (other than Intellectual Property Rights in any Customer Materials provided by the Customer) shall be owned by Frazer-Nash.
- 11.3 Subject to payment in full by the Customer, the Customer shall be granted a royalty-free licence for the duration of the Contract to use the Deliverables to the extent necessary to have the benefit of the Services supplied.
- 11.4 The Customer hereby grants Frazer-Nash (or shall procure the grant to Frazer-Nash of) a royalty-free, non-transferable licence to use, copy and modify Customer Materials (and the Intellectual Property Rights therein) for the duration of the Contract for the purpose of providing the Goods and/or Services.

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11.5 The Customer warrants that Frazer-Nash's use of the Customer Materials pursuant to clause 11.4 above shall not infringe the rights of any third parties and in the event of any such infringement (or allegation of infringement) the Customer shall indemnify Frazer-Nash against any and all claims related to the infringement or alleged infringement.

11.6 Unless expressly agreed in the Proposal, Frazer-Nash shall not undertake any intellectual property checks or searches (including patent searches) in respect of the Deliverables.

12 Confidentiality

12.1 Unless otherwise agreed in writing between the parties, neither party shall use the other party's Confidential Information for any purpose other than the performance of its obligations under the Contract.

12.2 Neither party shall disclose the Confidential Information of the other party to any other person except: (a) to its employees, representatives, subcontractors and advisors who require such Confidential Information in connection with the Contract; or (b) as required by law.

12.3 Each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other party's Confidential Information shall comply with the obligations set out in this clause 12 (Confidentiality).

12.4 The confidentiality obligations set out herein shall apply for the duration of this Contract and for a period of two years after termination or expiry of the Contract.

13 Termination

13.1 The Contract may be terminated forthwith by either party ("**the Terminating Party**") if: (a) the other party commits a material breach of the Contract which is incapable of remedy, or (if such breach is remediable) fails to remedy such breach within 21 days of receiving notice of such a breach; or (b) the other party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the other, or the other ceases or threatens to cease to carry on business, or is unable to pay its debts as they fall due; or any event analogous to those previously listed occurs in any other jurisdiction, or the Terminating Party reasonably believes that any of the events mentioned in this clause is about to occur (and notifies the other accordingly).

13.2 Frazer-Nash may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract by the due date for payment.

13.3 Termination of the Contract howsoever arising shall be without prejudice to any rights which the Customer or Frazer-Nash have against each other which have accrued prior to or on such termination.

13.4 Upon termination of the Contract for any reason, Frazer-Nash shall be entitled to payment for all work carried out under the Contract and any related commitments made by Frazer-Nash.

14 General

14.1 The Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by, or on behalf of, Frazer-Nash which is not set out in the Contract.

14.2 Frazer-Nash and the Customer agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract, save that companies within Frazer-Nash's Group shall be entitled in their own right to enforce the benefit of the indemnities, exclusions and limitations in favour of Frazer-Nash contained in these Conditions. The rights of Frazer-Nash and the Customer to terminate, rescind or by agreement vary or waive any term of any Contract are not subject to the consent of the companies within Frazer-Nash's Group or any other person.

14.3 Frazer-Nash shall not be liable for any failure or delay in performance of its obligations under the Contract which is caused by circumstances beyond its reasonable control.

14.4 The Customer may not assign, subcontract, charge or transfer in any way any of its rights or obligations without the written consent of Frazer-Nash.

14.5 Frazer-Nash may at any time assign, mortgage, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

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- 14.6 If any provision of these Conditions is held to be illegal, void or unenforceable, the legality, validity and enforceability of the remainder of these Conditions shall not be affected.
- 14.7 Both parties shall comply with all applicable laws, statutes and regulations related to their business and this Contract, including but not limited to all applicable legislation concerning data protection and anti-bribery.
- 14.8 The Customer must: (a) comply with all applicable modern slavery laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and (b) have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance.
- 14.9 Any dispute, difference or controversy arising out of or in relation to the Contract (“**Dispute**”) shall be referred to a Director of Frazer-Nash (or his nominee) and a person of an equivalent level within the Customer's organisation. If the Dispute remains unresolved within 14 days of the date of such referral, the Dispute shall be referred to the Managing Director of Frazer-Nash (or his nominee) and a person of equivalent level within the Customer's organisation (together the “**Senior Management**”). If the Dispute cannot be resolved within 21 days of the referral to the Senior Management, the parties may consider referring the Dispute to mediation or other agreed form of dispute resolution. Unless the parties separately agree on a binding form of dispute resolution, nothing in this clause will prevent either party from commencing legal proceedings at any time.
- 14.10 The Contract shall be governed by and construed in accordance with the laws of England and Wales. Subject to clause 14.9, all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.