

# STANDARD TERMS AND CONDITIONS OF SUPPLY OF SERVICE OF E-PPL HOLDINGS LIMITED AND ITS SUBSIDIARIES

1. In these terms and conditions the following expressions will have the following meanings and cognate expressions will be construed accordingly:
  - 1.1 "Supplier" means :
    - 1.1.1 Autoscan (UK) Ltd. (company number 06834446) OR
    - 1.1.2 Simmerson Associates Ltd t/a E-PPL (company number 04511141) OR
    - 1.1.3 E-PPL Ltd (company number 07810930)
  - 1.2 "Customer" means the natural or juristic person or combination of such persons who place an order with the supplier for the supply of services.
  - 1.3 "Services" means the services the subject of the order places with the Supplier.
  - 1.4 "Conditions" means the terms and conditions set out below which will govern the supply of Services.
  - 1.5 "Order" means the order placed by the Customer with the Supplier for the supply of the Services. A written request to support will also constitute an order for the Services.
  - 1.6 "Contract" means the contact of supply concluded by the placing of an Order which is accepted by the Supplier, as evidenced by the express acceptance of the Order by the Supplier or the commencement by the Supplier of the supply of the Services.
  - 1.7 "Worker" means an individual, worker, employee or sub-contractor introduced to the Customer, by the Supplier, in the provision of the service (and save where otherwise indicated, includes any officer, employee, or representative thereof)
  - 1.8 "Relevant Period" means 12 months from the day after the Worker was last supplied by the Supplier to render services to the Customer.
  - 1.9 "Introduction Fee" means the fee calculated at 300 x the basic hourly charge rate to the client, for the Worker.
- 2 "Extended period of hire" means the minimum period of not less than 600 working hours after the Customer has expressed an interest in writing to the Supplier, of directly employing a Worker supplied in the provision of the service to the Customer.
- 3 The conditions will be incorporated into and become terms of every Contract.
  - 3.1 Neither the Customer nor the Supplier will be bound by any variation, waiver or addition to the Conditions except as agreed by both parties in writing.
  - 3.2 Any terms and conditions used by the Customer in the course of its business will not apply to the Contract.
  - 3.3 No statement or representation made at any time prior to the Contract will be a term of the Contract or deemed to be an inducement or collateral contract pursuant to when the Customer entered into the Contract.
  - 3.4 Any typographical or clerical error or omission in any quotation, price list, acceptance, invoice or other document issued by the Supplier will be subject to correction without any liability on the part of the Supplier.
  - 3.5 All specifications, descriptions, drawings, designs, measures, or other information provided by the Supplier in relation to the Services are approximate and will not form part of a Contract and the Supplier reserves the right to incorporate modifications or amendments into the Services.
  - 3.6 The Customer will be responsible to the Supplier for ensuring the accuracy of the terms of any order or other material submitted by it or on its behalf and for giving the Supplier any necessary information relating to the Services within a sufficient time to enable the Supplier to perform its obligations under the Contract in accordance with its terms.
  - 3.7 The Customer will be responsible for ensuring that every building, path private road, open space or other property to be used in the performance of the Services is safe and suitable for the intended use and is adequately served with all required public utilities and is insured against all usual risks.
- 4 The Supplier will use its best endeavours to supply the Services in accordance with the timescale agreed in the Contract or request for the Services. Time for the supply of the Services will not be of the essence in the Contract.
  - 4.1 The Supplier will not be liable to the Customer for any loss or damage suffered directly or indirectly by the Customer from any delays in the provision of the Services, however arising.
  - 4.2 The Supplier will have no liability to the Customer in the event of non-supply or non-provision of the whole or any portion of the Services caused directly or indirectly by act of God, elements of war, act of government, strikes or lockouts, fire, flood, breakdown of machinery, non-delivery or delay in delivery by the Customer of the materials required in order to supply the Services, failure of the Supplier's contractors or the automotive manufacturers to execute or their delay in executing any work or any other cause (whether or not ejusdem generis to the foregoing) beyond the Suppliers control, whether such cause existed on the date when the Contract was made or not.
- 5 Payment of the price of the Services will be made net in Pounds Sterling, unless otherwise stated, within 30 days of invoice date ("the Due Date") and time for payment will be of the essence of the Contract.
  - 5.1 The Supplier is entitled to interest on any unpaid purchase price from the due date until payment at the rate of 4% per annum above HSBC Ltd base rate prevailing from time to time.
  - 5.2 The Supplier will be entitled to deliver interim invoices in respect of distinct and separate periods of work, or in respect of each period of one week during which the Services have been supplied, or otherwise as may be agreed with the Customer.
  - 5.3 Invoices will be considered to be accepted by the Customer if they remain unchallenged in writing for a period of 14 days after the date of the invoice.
  - 5.4 Unless the contrary is agreed in the Contract, invoices will be calculated on the following basis, which will be detailed in the invoice based, where appropriate, on the Suppliers hourly rates.
    - 5.4.1 the amount of materials used in the supply of the Services;
    - 5.4.2 the usage of tools and machinery during the supply of the Services; and
    - 5.4.3 the amount of labour time used during the supply of the Services
    - 5.4.4 the relevant fee will apply from the time of arrival to the time of departure, unless otherwise agreed in writing.
  - 5.5 Upon receipt of an Order, RFQ or Request for Service, Supplier will provide an indicative quote or charge rates however it is accepted that Supplier will charge, and Customer will pay, for all hours incurred.
  - 5.5 The Customer will not be entitled to set off against invoices any amounts which it considers to be due to it from the Supplier.
- 6 The Supplier reserves the right to alter its price and quotations without notice whenever at its absolute discretion it considers it necessary as Orders are accepted by the Supplier on the condition that the Contract price is that prevailing at the date of delivery unless otherwise agreed between the parties in writing.
- 7 The terms of condition 8 are in lieu of all conditions, warranties and statements of whatever nature in respect of the Services whether express or implied by statute, trade, custom or otherwise and any such condition, warranty or statement is excluded.
- 7.1 The Supplier will not be liable for any defect in the Services arising directly or in directly from compliance with any drawings, design, specification or order of the customer.
- 7.2 The Supplier's liability under a Contract will not exceed the price of the Services supplied under the Contract.
- 7.3 Subject to the terms of condition 7.5, the supplier will not be liable for the following loss or damage in contract or tort or otherwise, even if foreseeable or in the Supplier's contemplation and whether arising directly or indirectly from the negligence of the Supplier or anyone for whom the Supplier is vicariously liable:
  - 7.3.1 loss of profits, business or revenue whether sustained by the Customer or any other person; and/or
  - 7.3.2 special, indirect or consequential loss or damage, whether Sustained by the Customer or any other person; and/or
  - 7.3.3 any loss arising from any claim made against a Customer by any other person
- 7.4 The Customer will indemnify the Supplier against all claims, actions, costs, expenses (including court costs and legal fees) or any other Liabilities in respect of:
  - 7.4.1 any liability arising under the Consumer Protection Act 1987, unless caused by the negligent act or omission of the Supplier; and/or
  - 7.4.2 any claim for breach of industrial and/or intellectual property rights arising out of compliance with any drawings, designs, specification or order of the Customer; and/or
  - 7.4.3 any breach of contract or negligent or wilful act or omission of the Customer in relation to a contract.
- 7.5 The Conditions do not purport to exclude or restrict any liability the exclusion or restriction of which is prohibited by sections 2(1) of the Unfair Contract Terms Act 1977.
- 8 Provided that notice is given as soon as reasonably possible and in any event within 7 days of the defect being discovered, if the Customer gives notice to the supplier of a defect in the quality of the Services and the Supplier is satisfied that a defect exists and was not caused in whole or in part by any matter, action or occurrence outside the Supplier's control, the Supplier will at its sole discretion either remedy the defect or refund to the Customer a reasonable proportion of the price of the Contract.
- 9 The Supplier has in force a policy of product liability insurance.
- 10 Where payment is made by means of a bill of exchange, cheque or other negotiable instrument the Supplier will not be deemed to have received payment until the bill of exchange, cheque or instrument has been honoured on presentation for payment, notwithstanding that the Supplier may have negotiated it and received value for it.
- 11 Any payments made by the Customer generally on account and not otherwise appropriated by the Supplier will be appropriated to the Supplier's unpaid invoices in their numerical order beginning with the lowest number.
- 12 Each supply of Services will operate as a separate contract. Should the Customer fail to pay on the Due Date the price of any supply of Services or should the Supplier receive any information about the Customer which the Supplier in its absolute discretion considers to be of an adverse nature the Supplier will be entitled to suspend further provision of the Services or to vary by notice in writing with immediate effect the terms, if any, as to credit Specified in the Contract or any other contract subsisting between the Supplier and the Customer or any company associated with or subsidiary to the Customer in such manner as the Supplier may, in its absolute discretion, determine or, in the event of late payment, to treat the Contract as wrongfully repudiated by the Customer without prejudice to the Supplier's right to payment for any Services supplied and to damages for the Customer's breach of contract.
- 13 If the Customer becomes insolvent or subject to a receiving order or being a limited company passes into liquidation (except for the purposes of reconstruction or amalgamation) or if a receiver or administrator is appointed the Contract will immediately terminate without prejudice to the Supplier's right to payment of the price of Services supplied and any damages it might suffer in consequence of such termination notwithstanding that such termination may have been implemented by the Supplier.
- 14 The rights of the Supplier will not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach will operate as a waiver of any subsequent breach.
- 15 The Customer will not assign its rights under any Contract without the prior written consent of the Supplier.
- 16 Any notice given under the provisions of any Contract will be duly served on the Customer if it is left at or sent by ordinary letter post to its address last known to the Supplier or on the Supplier if it is left at or sent by ordinary letter post to its address last known to the Customer. It will be assumed that any notice sent by post will be delivered on the day on which the letter would have been delivered in the ordinary course of the post.
- 17 Any engagement by the Customer of any Worker, originally introduced by the Supplier, either directly or indirectly, via any other third party or agency, within the Relevant Period, will render the Customer subject to the payment of an introduction fee, unless the agreed Extended Period Of Hire has been satisfactorily completed.
- 18 The Customer is responsible for maintaining that all personal data shared with them by the supplier, is processed in line with General Data Protection Regulations (regulation (EU) 2016/679 of the European Parliament and of the council of 27<sup>th</sup> April 2016).
- 18.1 The Customer is responsible for notifying the supplier immediately of any Information Security Breach involving transferred personal data from the supplier as soon as the security breach is discovered.
- 19 These Conditions and all Contracts will be construed in accordance with the laws of England and the courts of England will have jurisdiction over them.