

DG Solutions Service Provision Terms and Conditions

DG Solutions (Europe) Limited hereafter referred to as “**DGS**”, shall supply and the procurer of the service(s) hereafter referred to as the “**Client**”, shall purchase subject to DGS Terms and Conditions of service. Definitions in the Agreement (which Agreement includes any schedule and/or any appendix thereto) shall also apply in these DGS Terms and Conditions of Service. In the event of any conflict between these DGS Terms and Conditions of Service and the terms of the Agreement, the terms of the Agreement shall take precedence.

1. DGS Supplies, Specifications and related Prices

The Services, the Specifications, and the related Prices are set out in the Agreement and/or its Schedules (the 'Schedules') or Appendices (the 'Appendices').

2. Procured Services

2.1. No terms or conditions endorsed on a Client’s order, specification, or similar document will form part of the contract between the parties. By placing an order, the Client acknowledges the applicability of the DGS Supply Terms.

2.2. DGS and the Client shall agree mechanism relating top delivery of Services which shall be stated within the Contract.

2.3. Cancellations / short-notice rescheduling

> Where the Client imposes cancellation or short-notice rescheduling, DGS reserve the right to recover costs and disruption charges as outlined in the contract.

3. Provision and Facility at Clients workplaces

3.1. Where DGS services are provided at Client's facilities, it is the Client's responsibility to provide, at their cost, a safe, lit, heated, ventilated and prepared working area that promotes a positive working environment. The working area shall include appropriate seating and working stations with suitable power and wireless internet connection.

3.2. If the Client procures, as part of the Contract or supplement Agreement, DGS to supply a working area, the obligations of clause 3.1 will be the duty of DGS.

3.3. DGS will provide all equipment to deliver the services unless otherwise stated.

3.4. The Client shall provide DGS with uninterrupted Wi-Fi with internet access at a minimum of 7mb/s for the entirety of the 'at site' provision, at the Client's cost.

3.5. The Client has the duty to provide all relevant safety training for operating on-site and must furnish the consultant or DGS employee with all relevant housekeeping information before the start of the works (e.g. fire drills, fire plan, site-specific security arrangements, PPE requirements). Where site-specific PPE/RPE is required, it shall be provided to DGS, free of charge, for the duration of the works, by the Client and at their cost.

4. Eligibility, Content and Outcome

4.1 The Consultant shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.

4.2 The Consultant shall provide the Client with such reports of his progress on the Project at such intervals and in such form as the Contract dictates

4.3 The Client reserves the right by notice to the Consultant to modify the Client's requirements in relation to the Works. Any alteration to the Contract fee or the completion date arising by reason of such modification shall be agreed between the parties by way of Contract amendment. Failing agreement, the matter shall be determined by arbitration in accordance with the provisions of Condition 13.

5. Terms of Payment

5.1 Unless subject to separate agreed arrangements, the Client shall pay DGS within 30 calendar days of the date of DGS's invoice. If the Client fails to make payment on the due date, DGS shall be entitled to charge the Client interest at the annual rate of 3% above the base rate of Barclays Bank plc. Unless otherwise agreed with DGS or required by law, the Client shall not be entitled to make any set-off in respect of amounts due to DGS.

5.2 Unless otherwise agreed, all payments shall be made by BACS transfer, to the bank account details specified on DGS's invoice, in pounds sterling. The Client is responsible for all fees and additional costs attracted through currency conversion.

5.3 DGS will provide an electronic invoice in accordance with the Contract. If a service is required by the Client with less than 30 calendar days' notice, at least 50% of the total invoice value shall be paid before 24-hours prior to service commencement.

5.4 Unless stipulated in the Contract, no certificates, documents or records will be issued until full payment of the invoice has been received.

5.5 The Client is liable for all bank charges in relation to payment of any invoice outside of the contract terms, unless agreed otherwise.

6. Confidentiality

Each party acknowledges and agrees that any and all information concerning the other's business or the terms of the Agreement including these DGS Supply Terms are confidential (hereinafter referred to as 'Confidential Information') and each party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employee, agent or sub-contractor where the same requires such information for the delivery of the Agreement) unless such duplication, use or disclosure is specifically authorised in writing by the other party, or is required by the operation of Law. Confidential Information does not include information, which at the time of disclosure is generally known by the public (other than by the unauthorised act of the disclosing party). The parties shall take all reasonable steps to ensure that their employees, agents and sub-contractors keep Confidential Information confidential.

7. Data Protection

7.1. Each party undertakes to comply at all times with the General Data Protection Regulation (GDPR) to the extent it processes any personal data or sensitive personal data on behalf of the other. 'personal data' and 'sensitive personal data' shall have the meanings given in the GDPR.

8. Intellectual Property

8.1. Each party confirms that it owns, or has all necessary rights in the use of, all intellectual property in relation to the Services and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with, the originating

party, unless otherwise agreed in writing between the authorised representatives of DGS and the Client.

8.2. Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur as a result of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the other party.

9. Force Majeure

9.1 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in delivery of this Agreement if it is due to any event beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.

10. Warranties

10.1. DGS warrants to provide Services with all the care and skill to be expected of a qualified and competent contractor experienced in undertaking services of the same kind as the Services.

10.2. If the Services provision are relevant to Clause 9.1, DGS will at its option make good the delivery, re-perform the Service or refund the Client the relevant price, subject to availability and the delivery being proved to be deficient to the reasonable satisfaction of DGS. These obligations will not apply where:

10.2.1. the part of the Service concerned was based on information supplied by or varied from the normal Service at the specific request of the Client; or

10.2.2. the Client failed to notify DGS of any issues within 14 days of the supply.

11. Liability

11.1. Nothing in these terms excludes or limits or attempts to exclude or limit the liability of either party for death or personal injury caused as a result of its negligence, or for fraudulent misrepresentation; or in respect of the implied warranties contained in the Supply of Goods and Services Act 1982.

11.2. DGS will be under no liability to the Client whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused.

11.3. DGS's aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused will be limited to the amount paid for the Services concerned.

12. Notices

12.1 Any demand notice or communication may be given by hand, emailed or sent by first class prepaid post and shall be deemed to have been duly served if delivered by hand when left at the address of the other; if given or made by prepaid first class post, 48 hours after being posted (excluding Saturday, Sunday and public holidays); if given or made by email, at the time of transmission, provided that a confirming copy is sent by first class prepaid post to the other party within 72 hours after transmission.

13. Disputes

13.1 In the event of a dispute concerning the Goods or Services the parties shall use their reasonable endeavours to resolve it as soon as practicable. If they fail to do so within 14 days, the parties shall try to agree on and implement a method of dispute resolution. If they fail to agree such method within 14 days, the parties confirm that the dispute will then become subject to the exclusive jurisdiction of the English courts.

14. Breach of confidence

Each party shall promptly inform the other if it becomes aware of any breach of confidence by any person and shall give the other party all reasonable assistance in connection with any proceedings which it may institute against such person

15. Termination

15.1 Default

Either party may terminate the Agreement forthwith by notice in writing to the other party where the other Party has committed a material Default and where such Default is capable

of remedy has failed to remedy such Default within thirty (30) days of receiving notice specifying the Default and requiring its remedy.

15.2 Termination – insolvency

Either party may terminate the Agreement forthwith by notice in writing to the other party if the other party is unable to pay its debts as they fall due or if any action, application or proceeding is made with regard to it for:

15.2.1 a voluntary arrangement or composition or reconstruction of its debts;

15.2.2 its winding-up or dissolution;

15.2.3 the appointment of a liquidator, trustee, receiver, administrative receiver, administrator or similar officer;

15.2.4 any similar action, application or proceeding in any jurisdiction to which it is subject.

15.3 Consequences of termination

Termination of the Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue to either party and all provisions which are to survive this agreement or impliedly do so shall remain in force and in effect.

15.4 Duration

Unless terminated earlier the Agreement shall continue until the Services have been fully performed and all fees and expenses have been paid.

16. Contracts (Right of Third Parties) Act 1999

16.1 The parties to the contract incorporating these conditions do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

17. Assignment

17.1 Subject to 4.6, neither party shall be entitled to assign or transfer any of its rights or obligations without the prior written agreement of the other (which shall not be unreasonably withheld or delayed).

18. Waiver

18.1 No failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

19. Invalidity/Severability

19.1 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

20. Variation

20.1 DGS reserve the right to vary these terms and conditions. The prevailing terms and conditions will remain published on DGS's websites. All clients with services procured but not delivered, on the date of change, will be notified in writing.

21. Entire Agreement

21.1 These terms and conditions, and the Agreement into which they are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Supply. Nothing in this Clause shall be taken to exclude liability for fraudulent misrepresentation.

22. No Partnership

22.1 Nothing in this Agreement or any arrangement contemplated by it shall constitute either party a partner of the other nor shall the execution, completion and implementation of this Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or to pledge the credit of the other party.

23. Compliance with Laws and Regulations

23.1 Each party shall observe and abide by and shall require its sub-contractors to observe and abide by all laws, regulations and by laws as may apply in relation to the matters contemplated by this Agreement.

24. Governing Law and Jurisdiction

24.1 The formation, existence, construction, delivery, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by the law of England and Wales and subject to Clause 13.1, the courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.