



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

1. Definitions and Interpretation

1.1 Certain words and expressions used in, and the principles of interpretation applicable to, these Terms and Conditions are defined or set out in this Clause 1 and if there is a conflict or inconsistency between any provision contained in these Terms and Conditions and any provision contained in an Order, except where stated as contrary in the latter, these Terms and Conditions prevail to the extent of the conflict or inconsistency.

1.2 In these Terms and Conditions, the following definitions apply:

Business Day means a day other than a Saturday or Sunday or public holiday when the banks are open for business;

Client means any third party which the Customer intends to be the end user of the Equipment acquired by the Customer pursuant to these Terms and Conditions;

Consequential Loss means indirect losses and/or loss of production, loss of product, loss of use, loss of revenue, loss of profit and/or loss of anticipated profit (except for loss of revenue, loss of profit or anticipated profit under the Contract in relation to the Equipment suffered by NSPS and whether or not any of such losses were foreseeable at the time of entering the Contract;

Contract means the contract between NSPS and the Customer comprised of the Order and these Terms and Conditions;

Customer means the person, firm or company who contracts with NSPS to purchase the Equipment in accordance with these Terms and Conditions;

Customer Group means the Customer, any subsidiary or holding company from time to time of the Customer, any subsidiary from time to time of any holding company of the Customer, any Client and its and their contractors, sub-contractors or other third party suppliers and 'member of the Customer Group' shall be construed accordingly;



Data Protection Legislation	means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
Equipment	means any apparatus, material or equipment (including all accessories supplied either as part of a kit or as standard with the main unit) as described in NSPS' specification list;
Force Majeure Event	has the meaning set out in Clause 12.1;
Intellectual Property Rights	means patents, rights to inventions, copyright and related 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 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 subsists or will subsist now or in the future in any part of the world;
NSPS	means North Sea Power Solutions Ltd, a company registered in Scotland (company number SC433495) and having its registered address at 1 Glenview Gardens, Westhill, Aberdeenshire, AB32 6RT and its main trading address at Unit 10, Clinterty Business Park, Kinellar, Aberdeen, AB21 0TZ;
NSPS Materials	means all materials, equipment, documents and other property belonging to NSPS (other than Equipment) which may be used or provided by NSPS for the purposes of fulfilling its obligations pursuant to the Contract;



- Order** means the Customer's order for the Equipment as set out in the Customer's purchase order form or the Customer's written acceptance of NSPS' quotation, as the case may be;
- Party** means each of the Customer and NSPS as the context requires and **Parties** shall mean both of them collectively;
- Price** means the price of the Equipment as set out in the Order or, if no price is set out in the Order, the price set out in NSPS' published price list in force as at the date of delivery which for the avoidance of doubt shall be exclusive of value added tax;
- Specification** means any specification for the Equipment to be provided by NSPS, including any related plans and drawings, that is agreed in writing by the Customer and NSPS; and
- Terms and Conditions** means these terms and conditions set out in this document and any special terms and conditions agreed to, in writing, by NSPS.
- 1.3 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.3.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.3.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.3.3 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.3.4 any reference to 'includes' or 'including' shall mean 'includes or including without limitation'
- 1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.5 Words imparting the singular number shall include the plural and vice versa.
- 1.6 References to any gender shall include the other gender.



2. **Acceptance**

- 2.1 The Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, customer, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Equipment in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when NSPS issues a written acceptance of the Order at which point the Contract shall come into existence. For the avoidance of doubt, no terms or conditions endorsed upon, delivered with or contained in the Order or other documentation will form part of the Contract.
- 2.4 The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of NSPS which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by NSPS and any descriptions or illustrations contained in NSPS' catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract nor shall they have any contractual force.
- 2.6 Fitness for use is for the Customer to determine, no performance objective is expressed or implied by NSPS. The Equipment may appear to offer comparable or similar specification to other products but will not necessarily perform identically.
- 2.7 A quotation for the Equipment given by NSPS shall not constitute an offer unless verified by the Customer by providing acknowledgement and acceptance in writing of such quotation. A quotation shall only remain valid for a period of thirty (30) days from its date of issue and any response to a quotation by the Customer thereafter shall be subject to availability of Equipment and NSPS' discretion.



3. Provision of Equipment

- 3.1 To the extent that the Equipment is to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify NSPS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or Consequential Losses, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by NSPS in connection with any claim made against NSPS for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of or in connection with NSPS' use of such Specification. This clause 3 shall survive termination of the Contract.
- 3.2 NSPS reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Price and Payment

- 4.1 Payment of the Price shall be made in full 30 days from the date of invoice, and NSPS reserves the right to invoice for the Equipment in full or in part prior to delivery or otherwise on or at any time after completion of delivery.
- 4.2 NSPS shall be entitled to charge the Customer for any expenses reasonably incurred by any personnel engaged in the performance of the services set out in Clause 8 including travelling expenses, hotel costs, subsistence and any associated expenses and for the cost of any services provided by third parties and required by NSPS for the purposes of fulfilling the Contract.
- 4.3 Any additional amounts due (including recoverable costs and expenses or any other sums due from the Customer) shall be payable immediately from the date of invoice.
- 4.4 The Price is exclusive of costs and charges for packing, packaging, insurance and transport of the Equipment which, if incurred by NSPS, shall be payable by, and invoiced to, the Customer accordingly.
- 4.5 NSPS may, by giving notice to the Customer at any time before delivery of the Equipment, increase the Price to reflect any increase in the cost of the Equipment that is due to:
- 4.5.1 any factor beyond NSPS' control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
 - 4.5.2 in respect of the Equipment, any request by the Customer to change the delivery date(s), quantity or type of Equipment ordered or the Specification; or
 - 4.5.3 any delay caused by any instructions of the Customer or failure of the Customer to give NSPS adequate or accurate information or instructions.
- 4.6 In the event of late payment, the Customer shall pay, in addition to the original amount due, a late fee of the greater of 1.5% per month (18% annually) or subject to the maximum rate allowed by law on all such overdue amounts together with any legal fees and court costs incurred in connection with collection of such overdue amount.



- 4.7 All amounts due to NSPS under the Contract shall be paid in full without any set-off, deduction or withholding. NSPS may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by NSPS to the Customer.
- 4.8 If the Customer fails to make any payment on the due date or if at any time prior to the date of delivery NSPS has reasonable grounds to believe that the Customer will not be able to pay for the Equipment in full on the due date for payment, NSPS shall have the right to demand from the Customer such security as NSPS may deem reasonable to secure payment and, in the absence of such security being offered to NSPS within such period as NSPS shall deem reasonable, NSPS may suspend or cancel deliveries of any Equipment due to the Customer without further liability and the Customer shall indemnify NSPS in respect of any losses (including without limitation loss of profit) incurred by NSPS.
- 5. Delivery, Title and Risk**
- 5.1 NSPS shall deliver the Equipment to the location set out in the Order or such other location as the Parties may agree at any time after NSPS notifies the Customer that the Equipment is ready for delivery provided that such agreement is made prior to NSPS proceeding to deliver the Equipment to the location set out in the Order.
- 5.2 Delivery dates quoted by NSPS are approximate only and the time of delivery is not of the essence. It is expressly agreed that NSPS shall not be liable to the Customer for any delay in delivery or, where delivery is effected by the Customer's preferred courier or a third party courier, of the condition of the Equipment or otherwise howsoever arising.
- 5.3 If the Customer fails to take delivery of the Equipment within three (3) Business Days of NSPS notifying the Customer that the Equipment is ready, then except where such failure of delay is caused by Force Majeure Event or NSPS' failure to comply with its obligations under the Contract:
- 5.3.1 delivery of the Equipment shall be deemed to have been completed at 9.00am on the third (3rd) Business Day after the day on which NSPS notified the Customer that the Equipment was ready; and
- 5.3.2 NSPS shall store the Equipment until physical delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.4 If ten (10) Business Days after the day on which NSPS notified the Customer that the Equipment was ready the Customer has not taken delivery of it, NSPS may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the Price or charge the Customer for any shortfall below the Price.
- 5.5 NSPS may deliver the Equipment by instalments (in appropriate) which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay or defect in an instalment shall not allow the Customer to cancel any other instalment.



- 5.6 The Customer shall cross reference the Equipment delivered against the Order and the manifest and undertake a visual check of the Equipment on delivery to ensure it meets the order requirements and is in an acceptable condition. If no formal confirmation of such check is provided to NSPS within twenty-four (24) hours of delivery the Customer shall be deemed to have accepted the Equipment.
- 5.7 The risk on the Equipment shall pass to the Customer on completion of delivery.
- 5.8 Title to the Equipment shall not pass to the Customer until NSPS has received payment in full (in cash or cleared funds) for the Equipment in accordance with Clause 4.
- 5.9 Until title to the Equipment has passed to the Customer, the Customer shall:
- 5.9.1 store the Equipment separately from all other Equipment or equipment held by the Customer so that it remains readily identifiable as NSPS' property;
 - 5.9.2 not resell the Equipment nor remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - 5.9.3 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
 - 5.9.4 notify NSPS immediately if it becomes subject to any of the events listed in Clauses 11.1.3 to 11.1.5 inclusive; and
 - 5.9.5 give NSPS such information relating to the Equipment as NSPS may reasonably require from time to time.
- 5.10 If before title to the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in Clauses 11.1.3 to 11.1.5 inclusive, or NSPS reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Equipment has not been irrevocably incorporated into another product, and without limiting any other right or remedy of NSPS, NSPS may at any time require the Customer to delivery up the Equipment and, if the Customer fails to do so promptly, NSPS may enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.
- 6. Quality**
- 6.1 NSPS warrants that on the date of delivery to the Customer, any Equipment shall:
- 6.1.1 conform in all material respects with its description in the Order and any applicable Specification; and
 - 6.1.2 be free from material defects and workmanship for a period of twelve (12) months.
- 6.2 Subject to Clause 6.3, if:
- 6.2.1 the Customer gives notice in writing to NSPS within twenty-four (24) hours of discovery that some or all of the Equipment does not comply with the warranty in Clause 6.1; and



- 6.2.2 NSPS is given a reasonable opportunity of examining such Equipment; and
- 6.2.3 the Customer (if asked to do so by NSPS) returns such Equipment to NSPS' place of business at the Customer's cost;
- NSPS shall, at its option, repair or replace the defective Equipment, or refund the Price of the defective Equipment in full.
- 6.3 NSPS shall not be liable for the Equipment's failure to comply with the warranty in Clause 6.1 in any of the following events:
- 6.3.1 the Customer makes any further use of the Equipment after giving notice in accordance with Clause 6.2;
- 6.3.2 the defect arises because the Customer failed to follow NSPS' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
- 6.3.3 the defect arises as a result of NSPS following any drawing, design or Specification supplied by the Customer;
- 6.3.4 the Customer alters or repairs such Equipment without the written consent of NSPS;
- 6.3.5 the defect arises as a result of fair wear and tear, damage, negligence (of the Customer or a third party), or abnormal storage or working conditions; or
- 6.3.6 the Equipment differs from its description in the Order or the Specification as a result of changes made by NSPS to ensure it complies with applicable statutory or regulatory requirements.
- 6.4 Except as agreed in writing by NSPS, the warranty in clause 6.1 shall not extend to Equipment (or any part of the Equipment) not manufactured by NSPS, in respect of which the Customer shall only be entitled to the benefit of the unexpired duration of any such warranty or guarantee as is given by the original manufacturer to NSPS.
- 6.5 Except as provided in this clause 6, NSPS shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty in Clause 6.1.
- 6.6 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.
- 6.7 These Terms and Conditions shall apply to any repaired or replaced Equipment supplied by NSPS.
- 7. Intellectual Property Rights**
- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Contract shall be owned by NSPS.
- 7.2 The Customer acknowledges that, in respect of any third party Intellectual Property rights, the Customer's use of any such Intellectual Property Rights is conditional on



NSPS obtaining a written licence from the relevant licensor on such terms as will entitle NSPS to license such rights to the Customer.

- 7.3 All NSPS Materials are the exclusive property of NSPS.
- 7.4 All pre-existing Intellectual Property Rights of NSPS (whether relating to NSPS Materials or otherwise) are and remain the property of NSPS at all times.

8. **Training and Support**

- 8.1 NSPS representatives may be called upon to provide start-up operator training for the Customer in respect of the Equipment if necessary and requested by the Customer. For the avoidance of doubt, the cost of such training is not included in the Price and shall be quoted for and invoiced separately upon request.
- 8.2 Where any subsequent support is requested by the Customer in respect of the Equipment, any NSPS representative supplied by NSPS shall carry out the support agreed in an Order and shall be charged on a day-rate basis. For the avoidance of doubt, the cost of such support is not included in the Price and shall be quoted for and invoiced separately upon request.
- 8.3 For the avoidance of doubt, any representative of NSPS provided pursuant to this Clause 8 will not undertake any training or support outwith that representative's agreed competencies and workscope.
- 8.4 Payment for such training or support shall be due in accordance with Clause 4.

9. **Liability and Mutual Hold Harmless**

- 9.1 Without prejudice to Clause 9.10, NSPS' maximum liability for breach of the Contract and any other losses arising under or in connection with the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, delict (including negligence), misrepresentation or otherwise, shall in no circumstances exceed an amount equal to the Price received by NSPS.



- 9.2 These Terms and Conditions set forth the full extent of NSPS' obligations and liabilities in respect of the Equipment. In particular there are no conditions, warranties, or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on NSPS except as specifically stated in these Terms and Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.
- 9.3 The Customer shall be responsible for and save, indemnify, defend and hold harmless NSPS from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 9.3.1 loss of or damage to the Equipment or the property of the Customer Group or any member of the Customer Group, whether owned, hired, leased or otherwise provided by the Customer or any other member of the Customer Group, arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 9.3.2 personal injury including death of or injury or disease to, any person employed by the Customer or any other member of the Customer Group, arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 9.3.3 Subject to any other express provisions of the Contract, personal injury including death, or injury, or disease to, any persons employed by any third party or loss of or damage to the property of any third party, to the extent such personal injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer or any other member of the Customer Group.
- 9.4 NSPS shall be responsible for and save, indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 9.4.1 loss of or damage to the property of NSPS (other than the Equipment) whether owned, hired, leased or otherwise provided by NSPS, arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 9.4.2 personal injury including death of or injury or disease to, any person employed by NSPS arising from, relating to or in connection with the performance or non-performance of the Contract; and



- 9.4.3 Subject to any other express provisions of the Contract, personal injury including death or, or injury or disease to, any persons employed by any third party or loss of or damage to the property of any third party, to the extent such personal injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of NSPS.
- 9.5 Except as provided for by Clause 9.4, the Customer shall save, indemnify, defend and hold harmless NSPS from and against any claim of whatsoever nature arising from pollution emanating from the property of the Customer or any other member of the Customer Group (including any third party property utilised by the Customer or any other member of the Customer Group alone or in conjunction with the Equipment) arising from, relating to or in connection with the performance or non-performance of the Contract.
- 9.6 Except as provided for by Clause 9.3, NSPS shall save, indemnify, defend and hold harmless the Customer Group from and against any claim of whatsoever nature arising from pollution emanating from the Equipment (excluding any third party property utilised by the Customer or any other member of the Customer Group in conjunction with the Equipment) arising from, relating to or in connection with the performance or non-performance of the Contract.
- 9.7 Subject to any other provision of these Terms and Conditions, the Customer shall save, indemnify, defend and hold harmless NSPS from the Customer's own (and that of any other member of the Customer Group) Consequential Loss and NSPS shall save, indemnify, defend and hold harmless the Customer Group from NSPS' own Consequential Loss, in each case, arising from, relating to or in connection with the performance or non-performance of the Contract.
- 9.8 If either Party becomes aware of any incident likely to give rise to a claim under this Clause 8, it shall notify the other and both Parties shall cooperate fully in investigating the incident.
- 9.9 All exclusions and indemnities given under this Clause 8, save for those under Clauses 9.3.3 and 9.4.3 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party or any entity or party and shall apply irrespective of any claim in tort, delict, under contract or otherwise at law.
- 9.10 Nothing in these Terms and Conditions shall exclude or in any way limit NSPS' liability for:
- 9.10.1 death or personal injury caused by its own negligence or the negligence of its employees, agents or sub-contractors (as applicable); or
- 9.10.2 fraud or fraudulent misrepresentation.



9.11 This clause 9 shall survive termination of the Contract.

10. Customer Obligations

10.1 Where any NSPS representative is required to attend the Customer's premises in order to provide training or support in accordance with Clause 8, the Customer shall:

10.1 provide NSPS and its representatives such facilities as may be reasonably required by NSPS to provide such training and support;

10.2 prepare its premises for the provision of such training and support as NSPS may direct; and

10.3 keep any NSPS Materials which are provided for the purposes of such training or support at the Customer's premises in safe custody at its own risk and maintain the NSPS Materials in good condition until returned to NSPS and not dispose of or use the NSPS Materials other than in accordance with NSPS' written instructions or authorisation.

10.2 The Customer shall reimburse NSPS on written demand for any costs or losses sustained or incurred by NSPS arising directly or indirectly from any failure to comply with the requirements of Clause 10.1.

11. Termination

11.1 Without affecting any other right or remedy available to it, NSPS may terminate the Contract with immediate effect by giving written notice to the Customer if:

11.1.1 the Customer fails to make payment of any amount due under the Contract on the due date for payment and remains in default not less than five (5) Business Days after being notified by NSPS to make such payment; or

11.1.2 the Customer commits a material breach of any other terms of the Contract and either such breach cannot be remedied or (if such breach can be remedied) fails to remedy that breach within a period of five (5) Business Days after being notified to do so; or

11.1.3 the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or



- 11.1.4 a petition is filed, a notice is given or an order is made which places the Customer into sequestration or bankruptcy or is in connection with the winding up of the Customer; or
- 11.1.5 an application is made to court or an order is made, for the appointment of an administrator, or if notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer or the holder of a floating charge over the assets of the Customer has become entitled to appoint or has appointed a receiver; or
- 11.1.6 the Customer suspends or ceases or threatens to suspend or cease carrying on all or a substantial part of its business; or
- 11.1.7 any event analogous to Clauses 11.1.3 to 11.1.5 inclusive, occurs in relation to any other jurisdiction.
- 11.2 In the event of termination for any reason:
- 11.2.1 all Fees or other outstanding amounts (in accordance with Clause 4) related to the Contract shall become due and immediately payable; and
- 11.2.2 NSPS shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.
- 11.3 In the event the Order is cancelled by the Customer within twenty four (24) hours of the date when delivery was due to occur, the Customer shall be liable to pay to NSPS a cancellation charge not exceeding the total agreed Price.
- 11.4 Termination, cancellation or expiry of the Contract shall not affect any rights, or remedies of NSPS that have accrued up to the date of termination, cancellation or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination, cancellation or expiry.
- 12 Events Outside of the Parties' Control (Force Majeure)**
- 12.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract where that failure or delay results from any Force Majeure Event. A Force Majeure Event means any event beyond a Party's reasonable control, which by its nature could not be foreseen or, if it could have been foreseen, was unavoidable, including: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.
- 12.2 For the avoidance of doubt, a Force Majeure Event shall not relieve the Customer from its obligation to make payment.



13 Communication and Contact Details

- 13.1 The Customer may contact NSPS directly, by telephone at 01224 791638 or by email at mandy@nsps.global.
- 13.2 NSPS shall contact the Customer on the details set out in the Order.

14 Complaints and Disputes

- 14.1 All complaints and disputes are initially handled in accordance with NSPS' complaints handling policy and procedure.
- 14.2 If the Customer wishes to complain about any aspect of its dealings with NSPS, including, but not limited to, these Terms and Conditions, or the Equipment, please contact NSPS in one of the following ways:
 - 14.2.1 In writing, addressed to Graeme Harper, Managing Director, Unit 10 Clinterty Business Park, Kinellar, Aberdeenshire, AB21 0TZ
 - 14.2.2 By email, addressed to Graeme Harper, Managing Director, graeme@nsps.global
 - 14.2.3 By contacting the Company by telephone on 01224 791638.
- 14.3 NSPS will thereafter engage with the Customer to seek a mutual resolution. In the event that no resolution can be reached the provisions of Clause 20 shall apply.

15 Anti-Bribery and Corruption

- 15.1 The Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Customer shall put in place policies and procedures for ensuring such compliance and shall make copies of such policies and procedures available to NSPS on its reasonable request.
- 15.2 The Customer shall immediately notify NSPS of any breach or suspected breach of Clause 15.1. If required to do so by NSPS the Customer shall certify to NSPS in writing signed by an officer of the Customer compliance with this Clause 15 by the Customer and all persons associated with it. The Customer shall provide such supporting evidence of compliance as NSPS may reasonably request.
- 15.3 The Customer shall ensure that any person associated with it observes similar terms as are imposed on the Customer pursuant to this Clause 15 and performs any activities in accordance with similar terms as are imposed on the Customer pursuant to this Clause 15. For the purposes of this Clause 15, "associated" with another person shall be determined in accordance with section 8 of the Bribery Act 2010.



16 Confidentiality

A Party in receipt of any technical or commercial know-how, specifications, inventions, processes or other initiatives from the other Party which are of a confidential nature (whether marked as confidential or not), any other confidential information concerning the other Party's business or its projects or its products or its services shall hold all such information in the strictest of confidence. The Party in receipt of such information shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it for the purposes of discharging that Party's obligations under the Contract and shall ensure that such employees, agents and sub-contractors are subject to obligations of confidentiality corresponding to those set out herein. This clause 16 shall survive termination of the Contract.

17 Data Protection

- 17.1 For the purposes of Data Protection Legislation, NSPS and the Customer may require to act as data controllers at various times (where data controller has the meaning defined in the Data Protection legislation).
- 17.2 Each Party will ensure that it has the necessary appropriate consents and notices in place to enable lawful transfer of any personal data (where personal data shall be as defined in the Data Protection Legislation) to the other Party as may be required for the purposes and duration of the Contract.
- 17.3 Either Party shall, on reasonable notice, and during normal office hours, allow a representative of the other Party to have access to its premises for the purposes of ensuring that the requirements of this Clause 17 have been complied with.

18 Non-Solicitation

The Customer covenants and undertakes to NSPS that during the Contract and for a period of six (6) months after termination it shall not seek to entice away or employ any employee, agent, contractor or sub-contractor of NSPS.

19 General Terms

- 19.1 NSPS may assign its obligations and rights under these Terms and Conditions to a third party.
- 19.2 The Customer may not assign its obligations and rights under these Terms and Conditions without NSPS' express written permission.
- 19.3 The Contract is personal to the Customer and NSPS and unless stated otherwise it is not intended to benefit any other person or third party in any way and no such person or party will be entitled to rely on or enforce any provision of these Terms and Conditions.



- 19.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, such provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 19.5 No failure or delay by NSPS in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by NSPS of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

20 Governing Law and Jurisdiction

- 20.1 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 Scottish law.
- 20.2 Each Party irrevocably agrees that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Revised: July 2018