

## ORDER TERMS & CONDITIONS

### 1. INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings:

<b>"Agreement"</b>	means the agreement between Tetris Projects and the Supplier for the supply of the Deliverables, comprising (1) any special conditions detailed on the Purchase Order, (2) the Conditions, (3) any Specifications and (4) subject always to clause 2, any specifications, drawings or other documents expressly referred to in any of the foregoing;
<b>"Change Control"</b>	of shall be deemed to have occurred in relation to the Supplier if any company becomes interested in more than 50% of the shares of the Supplier or of the voting rights attached including an initial public offering of more than 50% of the share capital of the Supplier;
<b>"Charges"</b>	means the charges payable by Tetris Projects for the Deliverables as calculated in accordance with the Purchase Order;
<b>"Client"</b>	means any party to whom Tetris Projects provides equipment and/or services to which the Deliverables are supplied, integrated or incorporated;
<b>"Completion Date"</b>	means the date specified in the Purchase Order as being the date for completion of Tetris Projects' contract with the Client (as may be amended).
<b>"Conditions"</b>	means these conditions as may be amended from time to time.
<b>"Data Protection Legislation"</b>	means (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) ( <b>GDPR</b> ) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
<b>"Deliverables"</b>	means the Goods and Services which are to be provided by the Supplier to Tetris Projects as described in the Purchase Order;
<b>"Defects Liability Period"</b>	means 12 months or such other period as may be specified on the face of the Purchase Order from the Completion Date, or from the date that a defective Deliverable is rectified under this Agreement, whichever of these events shall last occur and shall end when Tetris Projects certifies in writing that the Defects Liability Period has ended.
<b>"Force Majeure Event"</b>	means armed conflict or terrorist attack; act or intervention by government or a competent regulatory authority; revolution, riot or insurrection; nuclear, chemical or biological contamination arising from any of the above; blockade or embargo, strikes, lockouts, industrial or trade disputes; or fire, flood or extreme adverse weather conditions, in each case to the extent that the same do not involve employees of the party claiming relief (including any Subcontractors);
<b>"Good Industry Practice"</b>	means, in relation to any undertaking and any circumstances, the exercise of all the skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
<b>"Goods"</b>	means the goods (if any) as set out in the Purchase Order;
<b>"IPR"</b>	means patents, trademarks, services marks, copyrights, topography rights, database right, design rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not registered and including applications for registration of any of them;
<b>"Losses"</b>	means all losses, liabilities, costs, charges, expenses, actions, procedures, claims, regulatory fines or penalties, demands and damages (including the amount of damages awarded by a court of competent jurisdiction or paid pursuant to a settlement);
<b>"Purchase Order"</b>	means the purchase or subcontractor order for the Deliverables to which these Conditions are attached;
<b>"Retention"</b>	means the amount specified in the Purchase Order as being deducted and retained from each and every invoice issued under the Agreement and released in accordance with clause 8.4.
<b>"Services"</b>	means the services (if any) as set out in the Purchase Order;
<b>"Specification"</b>	means the specification, description, function, or any other requirements for the Deliverables set out in a Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation.
<b>"Statutory Requirements"</b>	means all applicable laws, orders, regulations or by-laws having the force of law;
<b>"Supplier"</b>	means the person or entity named in the Purchase Order as the Supplier;
<b>"Subcontractor"</b>	means any subcontractor engaged by the Supplier from time to time in accordance with Clause 19 for the purposes of performing any part of the Supplier's obligations under this Agreement;
<b>"Tetris Policies"</b>	means the policies, procedures, standards and regulations of Tetris Projects (as part of the wider JLL group of companies) in place from time to time (including at all relevant premises) including in relation to code of conduct, security, health and safety and otherwise which may be found at <a href="http://www.jll.eu/emea/en-gb/about/vendor-and-supplier-information">http://www.jll.eu/emea/en-gb/about/vendor-and-supplier-information</a> ;
<b>"Tetris Projects"</b>	means the person or entity named in the Purchase Order as Tetris Projects; with company number 07322946 and registered address at 30 Warwick Street, London, W1B 5NH.

## ORDER TERMS & CONDITIONS

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 References to the words "**include(s)**" or "**including**" shall be construed without limitation to the generality of the preceding words.
- 1.4 In the event and to the extent of any conflict between the Purchase Order and these Conditions, the Purchase Order shall prevail.
- 1.5 The rights and remedies of Tetris Projects described in this Agreement shall be in addition and without prejudice to its other rights and remedies under this Agreement and at law.

### **2. BASIS OF CONTRACT**

- 2.1 The Purchase Order constitutes an offer by Tetris Projects to purchase Deliverables from the Supplier in accordance with these Conditions.
- 2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
  - 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
  - 2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order,at which point and on which date the Agreement shall come into existence and notwithstanding any other term of the Agreement, Tetris Projects shall not be liable to pay any Charges to the Supplier under any invoice until the Agreement is fully executed by the Supplier.
- 2.3 Each Purchase Order will be a separate contract between the Supplier and Tetris Projects and shall incorporate these Conditions.
- 2.4 These Conditions apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and any such terms shall be of no force or effect and shall not bind Tetris Projects, EXCEPT where Tetris Projects and the Supplier have executed an agreement specific to the supply of the Deliverables, such agreement being executed by an authorised signatory of Tetris Projects, in which case the terms of such an agreement shall govern the supply of the Deliverables and shall prevail over these Conditions.
- 2.5 No request for a quotation by Tetris Projects shall constitute an offer to purchase Deliverables from the Supplier.
- 2.6 Tetris Projects reserves the right to withdraw or cancel any Purchase Order without notice and without penalty within 7 days prior to the date specified in the Purchase Order that the Deliverables are to be supplied.
- 2.7 Tetris Projects shall not be deemed to have accepted the Deliverables until it has had a reasonable time to inspect them following delivery or provision, or, in the case of a latent defect in the work carried out, until a reasonable time after the latent defect has become apparent.
- 2.8 All Charges for any Deliverables shall be calculated in accordance with this Agreement and shall be specified on the relevant Purchase Order. Such Charges shall be deemed to be inclusive of all carriage costs.
- 2.9 Tetris Projects shall be entitled to return any unused Goods to the Supplier for a full refund within 15 days of delivery without incurring any costs or charges whatsoever.

### **3. DELIVERABLES**

- 3.1 In performing its obligations and supplying the Deliverables under this Agreement, the Supplier shall:
  - 3.1.1 at no additional cost to Tetris Projects, allow Tetris Projects to carry out on reasonable notice at the Supplier's premises or elsewhere, all such inspection, testing and operate such quality control and/or quality assurance procedures as may be required by Tetris Projects and/or that are necessary to ensure that all Deliverables comply with this Agreement; and
  - 3.1.2 the Supplier shall notify Tetris Projects as soon as it is aware of any potential or actual delays or obstacles to the performance of any of the Supplier's obligations.
- 3.2 The Supplier shall provide all things as may be necessary to carry out any test or inspection in accordance with clause 3.1.1. If required under the Purchase Order the Supplier shall upon request provide all requested test certificates. Such inspection and testing shall not release the Supplier from any obligation under the Agreement.
- 3.3 Tetris Projects shall not be in breach of this Agreement, nor shall it be liable to the Supplier, for failure to perform its obligations under this Agreement if, and to the extent that, such failure results from any act or omission of the Supplier or Subcontractors.
- 3.4 In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Tetris Projects, the Supplier shall submit to Tetris Projects a prototype and/or plans for approval. The Supplier must obtain written confirmation from Tetris Projects that the prototype and/or plans have been accepted and full production of the Goods can commence before commencing the work. Tetris Projects will not be liable to reimburse any costs incurred by the Supplier prior to receipt of this written confirmation.

### **4. DELIVERY**

- 4.1 The Supplier must supply the Deliverables:
  - 4.1.1 at the address set out in the Purchase Order;
  - 4.1.2 on (or within) the date(s) specified in the Purchase Order or if no such dates are specified then on such dates agreed between the parties;
  - 4.1.3 within the hours of 08:00 and 18:00 Monday to Friday unless specified in the Purchase Order or otherwise notified; and
  - 4.1.4 in compliance with any Statutory Requirements.

## ORDER TERMS & CONDITIONS

- 4.2 The Supplier shall ensure that:
- 4.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
  - 4.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- 4.3 Time is of the essence in respect of supply of the Deliverables.
- 4.4 If the Supplier fails to deliver the Deliverables as aforesaid then the provisions of clause 7 shall apply.
- 4.5 The Supplier shall immediately notify Tetris Projects if it becomes aware of anything which may have a material adverse effect on the ability of the Supplier to provide and/or perform the Deliverables.
- 4.6 The Supplier shall not deliver the Deliverables in instalments without Tetris Projects' prior written consent. Where it is agreed that the Deliverables are delivered by instalments, they may be invoiced and paid for separately. Tetris Projects reserves the right to reject incomplete deliveries.
- 4.7 The Supplier will repair or replace free of charge, Goods damaged or lost in transit provided Tetris Projects shall give the Seller written notification of such damage or loss within such time as will enable the Supplier to comply with the carrier's conditions of carriage as affecting loss or damage in transit, or where delivery is made by the Supplier's own transport, within a reasonable time.
- 4.8 Tetris Projects does not undertake to accept any quantity in excess of the quantity specified by the Purchase Order. Goods delivered in excess of Tetris Projects' specified deliver requirements may be returned to the Supplier at the cost and risk of the Supplier. Tetris Projects is not bound to pay for any supplied excess quantities. No order shall be considered to be completed unless the specified quantity has been delivered, except where special arrangements have been agreed. Unless otherwise agreed in writing, the prices in the Purchase Order shall apply to any variation.
- 4.9 The Supplier shall, where specified in the Purchase Order and without further charge, install or supply the Deliverables at the location specified in the Purchase Order. When installation is complete, the Supplier shall carry out its standard tests to show that the Deliverables have been properly installed or supplied and perform as specified. If the Deliverables do not (on any attempt) pass those tests, the Supplier will promptly and at its own expense carry out all necessary remedial work and re-submit the Deliverables to the aforesaid tests. Such tests shall be completed immediately.
- 4.10 Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense unless otherwise stated on the Purchase Order.
- 4.11 Tetris Projects' signature given on any delivery note or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of Deliverables.
- 4.12 It is agreed that Tetris Projects may reject any Goods notwithstanding any provision contained in sections 11, 15A(1), 30(2A) or 35 of the Sale of Goods Act 1979.

## 5. PROPERTY

- 5.1 Property in the Goods shall pass to Tetris Projects when delivery is complete (without prejudice to Tetris Projects' right of rejection under these Conditions) or when payment for such Goods is made by Tetris Projects (whether in part or in full), whichever occurs first.
- 5.2 The Goods shall remain at the Supplier's risk until installation (where agreed) or delivery to Tetris Projects at the place of delivery specified in the Purchase Order (or as otherwise specified by Tetris Projects) and the Supplier shall insure them to their full replacement value until risk passes to Tetris Projects in accordance with the Agreement.
- 5.3 The risk and property in all rejected Goods shall immediately revert to the Supplier.
- 5.4 Where property in the Goods has passed to Tetris Projects following payment but they have not yet been delivered to Tetris Projects, at the expense of the Supplier:
- 5.4.1 the Supplier shall keep the Goods separate from any similar goods owned by the Supplier or any third party. The Supplier shall further ensure that the Goods are properly stored and protected and identified as Tetris Projects' property; and
  - 5.4.2 Tetris Projects may require the Supplier to deliver up the Goods to Tetris Projects and if the Supplier fails to do so immediately, Tetris Projects may enter any premises of the Supplier or any third party where the Goods are stored and repossess the Goods.

## 6. SUPPLIER OBLIGATIONS

- 6.1 The Supplier warrants, undertakes and represents that:
- 6.1.1 the Deliverables will conform with the Specification;
  - 6.1.2 the Goods will be fit for their intended purpose expressly or impliedly made known to the Supplier;
  - 6.1.3 its obligations under this Agreement will be performed promptly and diligently and with due skill and care, and in accordance with Good Industry Practice by appropriate numbers of skilled, trained and efficient personnel with sufficient knowledge and experience to enable it to perform the obligations;
  - 6.1.4 the Deliverables comply with applicable laws and regulations;
  - 6.1.5 the Deliverables comply with all relevant British Standards Institution specifications and EN Eurocodes;
  - 6.1.6 the Deliverables will be free from all defects in materials, workmanship and (where required) installation;

## ORDER TERMS & CONDITIONS

- 6.1.7 that the Deliverables will not cause an infringement of any IPR of any third party resulting from their use or resale
  - 6.1.8 the Goods will be free from any lien, charge or encumbrance;
  - 6.1.9 any Deliverables will conform to the quantity, description and drawings (if any) contained or referred to in the Purchase Order;
  - 6.1.10 it shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents, permits and regulatory approvals that are necessary to perform its obligations under the Agreement;
  - 6.1.11 all information provided by or at the direction of the Supplier is true, complete and accurate; and
  - 6.1.12 it shall, and shall procure that its Subcontractors shall, demonstrate to Tetris Projects that they maintain policies to protect and promote good labour standards in their supply chains.
- 6.2 The Supplier shall be responsible for ensuring the timely completion, submission and certification of all documentation required to comply with Statutory Requirements (including, but not limited to building control certification) or otherwise as set out in the Purchase Order. Provision of such documentation shall be a condition precedent to payment of any and all sums due to the Supplier following the date such documentation is required (or reasonably inferred as being required) and the parties agree that certification of completion of the Deliverables will not be granted unless and until such documentation has been submitted and certified by the relevant authorities (where appropriate).
- 6.3 Where the approval of standard and quality is a matter for the opinion of the Client, the Deliverables shall be subject to the approval of the Client (such approval not to be unreasonably refused or delayed).
- 6.4 The Supplier shall on request provide the warranties, undertakings and representations contained in this clause to the Client.

### 7. REMEDIES

- 7.1 In the event that Tetris Projects considers reasonably that the Supplier has failed to supply the Deliverables in accordance with this Agreement, Tetris Projects may, without prejudice to any other rights it may have, at its option:
- 7.1.1 require the Supplier at the Supplier's expense to immediately remedy any defect in the Deliverables and carry out such other work as is necessary to ensure that the Deliverables are in all respects in accordance with the Purchase Order or to supply replacement services; and/or
  - 7.1.2 immediately terminate the Purchase Order without liability to Tetris Projects; and/or
  - 7.1.3 refuse to accept any subsequent performance of the Deliverables which the Supplier attempts to make; and/or
  - 7.1.4 purchase substitute goods and/or services elsewhere; and/or
  - 7.1.5 hold the Supplier accountable for any loss and additional costs incurred and deduct from payments due such sums as may be incurred; and/or
  - 7.1.6 reject the Deliverables in whole or in part within 7 days of delivery or such other period as may be agreed by the parties and have refunded by the Supplier all Charges previously paid (if any) by Tetris Projects to the Supplier in respect of the Deliverables the subject of the failure; and/or
  - 7.1.7 reject the Deliverables as though they had not been accepted for 7 days after any latent defect in the Deliverables has become apparent.
- 7.2 The Supplier shall make good by repair or replacement (at Tetris Projects' option) immediately upon Tetris Projects' request to do so and at the Supplier's expense any defect in or damage to any part of the Deliverables which may appear or occur during the Defects Liability Period and which arises either from any defective materials, workmanship or design, or from any act or omission of the Supplier. The Supplier's obligations hereunder shall be without prejudice to Tetris Projects' other rights and remedies, and shall apply to all Deliverables repaired or replaced as aforesaid.
- 7.3 All Deliverables which have been made good, repaired or replaced may be subject to further inspection and testing by Tetris Projects and/or the Client at the cost of the Supplier.
- 7.4 No actions or proceedings for any breach of this Agreement shall be commenced against either party after the expiry of twelve years from completion of the obligations under the Agreement.
- 7.5 Tetris Projects' rights under this Clause 7 are in addition to any statutory terms, conditions or warranties implied in favour of Tetris Projects.

### 8. INVOICING AND PAYMENT

- 8.1 Tetris Projects shall pay the Charges for the Deliverables in accordance with this Agreement. The Charges may only be varied in accordance with this Agreement.
- 8.2 Each invoice submitted by the Supplier to Tetris Projects shall state the Purchase Order number and the amount of VAT charged, describe the nature (and quantity) of Deliverables purchased, the address at which the Deliverables were carried out, copies of any delivery notes, the unit cost of each good (if applicable), the total amount payable and the Supplier's details for payment, failing which the invoice shall be invalid.
- 8.3 Tetris Projects shall pay any undisputed Charges in an invoice issued to it within 30 days of the end of the month in which the invoice is dated, unless otherwise stated in the Purchase Order.
- 8.4 If required under the Purchase Order, Tetris Projects shall be entitled to deduct and retain the Retention and shall release the Retention to the Supplier as follows:
- 8.4.1 50% of the Retention shall be released on the Completion Date; and
  - 8.4.2 the remaining 50% shall be released at the expiry of the Defects Liability Period.
- 8.5 Tetris Projects shall be entitled to withhold payment for any Deliverables which do not comply with the Agreement.

## ORDER TERMS & CONDITIONS

- 8.6 If at any time Tetris Projects disputes all or any of the Charges included on an invoice submitted to it, Tetris Projects will be entitled to withhold payment of the disputed sums, and those Charges that are disputed will be escalated to the senior management of the parties.
- 8.7 Except where otherwise stated, the Charges are exclusive of value added tax.
- 8.8 If Tetris Projects fails to make proper payment in accordance with this Clause 8, then the Supplier shall be entitled to charge simple interest on the overdue amount at a rate of 2% per annum above the Bank of England base rate in force from the date such amount fell due until payment.
- 8.9 No payment made by Tetris Projects shall constitute an admission that the Supplier has complied with the Agreement or prejudice Tetris Projects' right to reject the Deliverables which are not in accordance with the Agreement.
- 8.10 Tetris Projects may at any time set off any liability of the Supplier to Tetris Projects against any liability of Tetris Projects to the Supplier under this Agreement or otherwise.
- 8.11 The Supplier acknowledges and agrees to provide the Deliverables notwithstanding any dispute under this Agreement.

### 9. COMPLIANCE

- 9.1 The Supplier shall, and shall ensure that all staff and Subcontractors, comply with:
- 9.1.1 the Modern Slavery Act 2015;
  - 9.1.2 all applicable laws relating to anti-bribery and corruption including, but not limited to, the Bribery Act 2010 and the Criminal Finances Act 2017;
  - 9.1.3 the Health & Safety at Work Act 1974 (as amended) and all applicable laws regarding health and safety;
  - 9.1.4 the Tetris Policies; and
  - 9.1.5 all other relevant Statutory Requirements and all reasonable instructions and/or requests issued by Tetris Projects from time to time,
- and the Supplier shall notify Tetris Projects as soon as the Supplier becomes aware of any breach or potential breach of any of the above policies or laws.
- 9.2 The Supplier shall, and shall ensure that all staff and Subcontractors comply with the Data Protection Legislation and the Supplier and Subcontractors shall not, by any act or omission, cause Tetris Projects to breach the Data Protection Legislation.
- 9.3 The Supplier shall be responsible for the training of personnel and ensuring that they conform to the standards of hygiene, discipline and security that apply to Tetris Projects' staff.
- 9.4 Tetris Projects may require the Supplier to withdraw any person (whether employed by a Subcontractor or not) from working on the its premises.
- 9.5 The Supplier shall:
- 9.5.1 not engage in any form of corrupt behaviour, including, without limitation offering, providing or receiving something of value, including cash, gifts, hospitality or entertainment, as an inducement or reward for something improper, whether in order to obtain or retain business or some other illegitimate advantage, engaging in extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement of money laundering or any other activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
  - 9.5.2 on Tetris Projects' request, provide Tetris Projects with copies of such written policies and procedures in respect of bribery and corruption; and
  - 9.5.3 promptly report to Tetris Projects any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.
- 9.6 The Supplier shall comply with all Statutory Requirements in performing its respective obligations under this Agreement including to those relating to health and safety, toxic and hazardous substances and the protection of the environment.
- 9.7 The Supplier shall also comply with the terms of Tetris Projects' Safety Manual and any site specific relevant policies, copies of which are available on request and the contents of which shall be deemed to be known by the Supplier. The Supplier shall give Tetris Projects prior written notification of any Goods which are toxic or hazardous in nature, specifying the hazards and the precautions to be taken in relation to the safe use, handling, storage and disposal of the Goods.
- 9.8 The Supplier shall be liable for and shall indemnify Tetris Projects against any Losses incurred by Tetris Projects howsoever arising from a breach of this Clause 9 by the Supplier.

### 10. CONFIDENTIALITY

- 10.1 The Supplier shall not during the period of the Agreement or at any time after the expiry or termination of the Agreement disclose to any person (other than essential employees in the proper course of their duties, Subcontractors and legal or other advisors, law enforcement or other regulatory bodies) any information not already in the public domain relating to the Agreement, Tetris Projects' contract with the Client and the business of Tetris Projects. The Supplier shall ensure that any persons having access to such information are aware of these obligations and are similarly bound.

### 11. INDEMNITIES

- 11.1 The Supplier shall indemnify and keep fully and effectively indemnified Tetris Projects against all Losses incurred by Tetris Projects arising from:
- 11.1.1 a breach of clause 6 (Supplier Obligations);
  - 11.1.2 any negligent act or omission by the Supplier in accordance with this Agreement;

## ORDER TERMS & CONDITIONS

- 11.1.3 any claim that the Goods infringe any IPR except where Goods have been manufactured solely in accordance with particular designs or specifications of Tetris Projects;
- 11.1.4 any claim made by a third party against Tetris Projects in respect of any Losses to the extent that such Losses were caused by, relate to, or arise from, the Deliverables, or as a consequence of a direct or indirect breach or negligent performance or failure or delay in performing the Agreement by the Supplier.

### 12. LIMITATIONS OF LIABILITY

- 12.1 Tetris Projects shall not be liable to the Supplier for: any loss of profit or anticipated profit; any loss of business; any loss of opportunity; any loss of revenue; or any indirect or consequential loss or damage, whether arising under tort (including negligence), breach of contract or otherwise.
- 12.2 Tetris Projects' total aggregate liability arising from or in connection with this Agreement (whether arising from breach of contract, negligence, or otherwise) shall not exceed an amount equal to the Charges stated in the Purchase Order.

### 13. INSURANCE

- 13.1 During the term of the Agreement and for the period required under the Purchase Order thereafter, the Supplier shall maintain in force, with a reputable insurance company those insurances appropriate for the Deliverables being supplied to cover the liabilities that may arise under or in connection with the Agreement or as may be required by law including product liability insurance and public liability insurance and the Supplier shall, on Tetris Projects' request, produce the insurance certificate giving details of cover.
- 13.2 The Supplier shall not by its acts or omissions or those of any Subcontractors cause any policy of insurance to be invalidated or avoided.
- 13.3 The terms of any insurance policy or cover or the amount of cover shall not relieve or reduce any liabilities of the Supplier under this Agreement.

### 14. TERMINATION OF THE AGREEMENT

- 14.1 Tetris Projects may, without prejudice to its other rights or remedies at law or under this Agreement, terminate this Agreement immediately by written notice and with no further liability to the Supplier if:
  - 14.1.1 the Supplier is in material breach of this Agreement (which shall include a single event or a series of persistent minor events) and if the breach is capable of remedy, the Supplier has failed to remedy the breach within 7 days of receiving written notice requiring it to do so;
  - 14.1.2 the Supplier is unable to pay its debts or becomes insolvent; is the subject of an order made or a resolution passed for the administration, winding-up, dissolution or bankruptcy (otherwise than for the purpose of a solvent amalgamation or reconstruction); has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally;
  - 14.1.3 there is a breach of any of Tetris Projects Policies by the Supplier or any Subcontractor;
  - 14.1.4 the Supplier is in breach of clause 9; or
  - 14.1.5 Tetris Projects' Client terminates the contract with Tetris Projects to which the Deliverables relate.
- 14.2 Tetris Projects may, without prejudice to its other rights and remedies at law or under this Agreement, terminate this Agreement for convenience at any time by giving the Supplier not less than 7 days' prior written notice.
- 14.3 Subject to clause 12.1:
  - 14.3.1 if Tetris Projects terminates in accordance with clause 14.2, Tetris Projects shall pay the Supplier the values of the Deliverables provided up to the date of termination and to the extent not included in previous payments; and
  - 14.3.2 if Tetris Projects terminates in accordance with clause 14.1.5, Tetris Projects shall pay the Supplier the Charges for the Goods and Services provided up to the date of termination and to the extent not included in previous payments and only to the extent that Tetris Projects is able to recover such compensation from the Client, and such compensation shall be the Supplier's sole remedy in respect of such termination.
- 14.4 The Supplier may terminate this Agreement only by written notice if Tetris Projects is in material breach of this Agreement and if the breach is capable of remedy, Tetris Projects has failed to remedy the breach within 21 days of receiving written notice requiring it to do so.

### 15. EFFECT OF TERMINATION OR EXPIRY

- 15.1 The Supplier undertakes, within 14 days of receipt of a written request, in relation to Tetris Projects' confidential information in its custody or control, at Tetris Projects' option, to return such confidential information; or destroy such confidential information and certify to Tetris Projects that this has been done.
- 15.2 Upon termination, the Supplier shall immediately deliver to Tetris Projects all Deliverables (including working material which relate to Deliverables).

### 16. FORCE MAJEURE

- 16.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 16.2 If the period of delay or non-performance continues for six weeks, the party not affected may terminate the Agreement by giving 7 days' written notice to the affected party.

## ORDER TERMS & CONDITIONS

### **17. IPR**

- 17.1 All IPR in any of the Supplier's pre-existing materials used in the provision of the Deliverables to Tetris Projects shall be owned by the Supplier. Notwithstanding the above, the Supplier hereby grants Tetris Projects an irrevocable royalty free license to use, copy, or modify such pre-existing materials for its internal business purposes.
- 17.2 The Intellectual Property Rights in all works of authorship created by the Supplier in the course of provision of the Deliverables ("Project Materials") shall vest immediately and exclusively in Tetris Projects.
- 17.3 Where applicable, the Supplier hereby waives all moral rights (as defined in the Copyright Designs and Patents Act 1988 (as amended)) in the Project Materials supplied hereunder in so far as they relate to Tetris Projects and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, subcontractor, or other third party necessary to comply with its obligations under this Clause 17.
- 17.4 Any drawings, specifications, data, documents, and other information provided by Tetris Projects to the Supplier in connection with the Purchase Order and all Intellectual Property Rights therein shall remain the property of Tetris Projects.

### **18. ACCESS TO RECORDS AND PREMISES**

- 18.1 The Supplier shall maintain accurate and complete records and supporting documentation relating to the performance of its obligations under this Agreement and to all financial transactions relating to it.
- 18.2 The Supplier shall, and shall procure that any Subcontractor shall, provide access to its complete records and supporting documentation relating to the performance of its obligations under this Agreement to Tetris Projects and its authorised representatives, to verify the makeup and accuracy of the Charges for the Deliverables and the Supplier's compliance with this Agreement.

### **19. ASSIGNMENT & SUB-CONTRACTING**

- 19.1 Tetris Projects may assign all of its rights under this Agreement to any person without the Supplier's consent.
- 19.2 The Supplier may not assign, novate, subcontract or otherwise dispose of this Agreement or any part of it without the prior consent in writing of Tetris Projects.
- 19.3 When so requested by Tetris Projects, the Supplier shall be obliged to consent to and implement a novation or assignment of the Agreement from Tetris Projects to the Client, and to provide such warranties as may be specified on the Purchase Order.
- 19.4 If the Supplier uses Subcontractors to fulfil its obligations under the Agreement, the Supplier shall remain responsible and liable for all acts and omissions of the Subcontractors as fully as if they were the acts and omissions of the Supplier or its employees or agents.

### **20. GENERAL CONDITIONS**

- 20.1 Each party warrants that it has not entered into this Agreement in reliance on any representation, warranty or undertaking which is not expressly stated in this Agreement.
- 20.2 Nothing in this Agreement operates to exclude any liability or remedy for fraud or for fraudulent misrepresentation.
- 20.3 No variation of the Agreement shall be effective unless it is in writing and signed by the parties.
- 20.4 No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person other than the Supplier or Tetris Projects.
- 20.5 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements (including but not limited to all negotiations, quoted prices, instructions to proceed, purchase orders, previous agreements), correspondence, representations, promises, assurances, warranties, and understandings between them, whether written or oral, relating to its subject matter.
- 20.6 Any notice or other document to be given by a party under this Agreement shall be in writing and shall be considered to have been given if hand delivered to the relevant recipient or sent by registered post or air mail to the that recipient at the address for that recipient as set out in the Purchase Order or such other address as one party may from time to time designate by written notice to the other. Any notice or other document shall be considered to have been received by the addressee 2 business days following the date of despatch by registered post or immediately where delivery is by hand. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law. Any notice given under this Agreement is not validly served if sent by facsimile.
- 20.7 If any provision or part-provision of the Agreement 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 20.8 The rights and remedies of each party under this Agreement and at law may be exercised as often as necessary; are cumulative and not exclusive of rights or remedies provided by law; and may be waived only by specific written waiver. Delay or forbearance in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.
- 20.9 The termination of this Agreement for any reason whatsoever, or its expiry, shall not affect any provision comprised in this Agreement.

### **21. GOVERNING LAW AND JURISDICTION**

- 21.1 This Agreement (and any non-contractual disputes arising therefrom) shall be governed by and interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any disputes (including any non-contractual disputes) arising out of or in connection with this Agreement.

## ORDER TERMS & CONDITIONS

### **22. COMMISSIONING AND SERVICES**

- 22.1 In the event that the Purchase Order makes reference to the Supplier providing commissioning services or any other service of a type which might be classified as "construction operations" within the meaning of Section 105 of the Housing Grants Construction and Regeneration Act (the "Act"), then this clause 22 shall apply to the provisions of such services ("Construction Services").
- 22.2 Tetris Projects shall pay the Supplier the amount stated in the Purchase Order for the services (the "Services Cost"). The Services Cost shall be distinct and separate from the Charges and shall be payable separately from the Charges in accordance with the rest of this clause 22.
- 22.3 The amount payable under sub-clause 22.2 above shall be due 14 days after completion of the Services ("the Due Date"). The final date for payment shall be 28 days after the Due Date.
- 22.4 Either party may (notwithstanding any other provision of the Agreement) at any time refer any dispute relating to the contract for the services to adjudication. Any such adjudication shall be conducted in accordance with the Statutory Scheme made under the Act, provided that:
- 22.4.1 the Adjudicator will be appointed by the President or the Vice President of the Royal Institution of Chartered Surveyors and, subject to Clauses 22.11.2 to 22.11.5, the Scheme Rules shall apply;
  - 22.4.2 the Adjudicator shall give written reasons for his decision;
  - 22.4.3 the Adjudicator shall have the power to allocate his fees and expenses as between the Parties;
  - 22.4.4 the Adjudicator shall have the power to determine more than one dispute under this Contract at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as he determines any other matter referred to him; and
  - 22.4.5 to be effective, any notice of adjudication that is under this Contract shall be given in writing.