

GREEN SPARK (ENVIRONMENTAL) SERVICES LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 The following definitions apply in these Conditions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Business of Green Spark: means the business of drainage, maintenance, and environmental solutions.

Business Opportunities: any opportunities which the Supplier becomes aware of during the provision of the Services which relate to the Business of Green Spark.

Civil Works: means any construction, excavation, groundwork, structural alteration, demolition, or similar activities undertaken by the Supplier as part of the Services, including but not limited to the preparation, installation, or modification of infrastructure, foundations, drainage systems, roads, pathways, fencing, or other works of a structural or permanent nature carried out on or below ground level or involving the End-Customer's premises or site.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.8.

Contract: the contract between Green Spark and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the date specified in the Order, or, if none is specified, within 28 days of the date of the Order.

Delivery Location: the address for delivery of Goods or the provision of the Services as set out in the Order or such other location as the parties may agree.

End-Customer: any customer of Green Spark (if any) for whose benefit the Supplier provides the Goods or Services or Goods and Services under the Order.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by Green Spark and the Supplier.

Green Spark: Green Spark (Environmental) Limited registered in England and Wales with company number 04148701.

Green Spark Materials: has the meaning set out in clause 3.3(h).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and

domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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 subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: means the policies of Green Spark as in force from time to time and made available to the Supplier here: <https://www.thegsgroup.com/policies>

Order: Green Spark's order for the supply of Goods and/or Services, as set out in Green Spark's purchase order form, or in Green Spark's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by Green Spark and the Supplier.

Supplier: the person or firm from whom Green Spark purchases the Goods or Services or Goods and Services.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision: (a) is a reference to it as amended or re-enacted; and (b) includes all subordinate legislation made under that legislation or legislative provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 A reference to writing or written includes email but excludes fax.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by Green Spark to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written acceptance of the Order; or (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to Green Spark in accordance with the terms of the Contract from the Commencement Date (unless a later Services start date is specified in the Order) for the duration of the Contract.

- 3.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Green Spark notifies to the Supplier and time is of the essence in relation to any of those performance dates. Notwithstanding that time is of the essence, Green Spark may, at its sole discretion and without prejudice to its rights or remedies under this clause, agree to waive or extend a performance date in writing.
- 3.3 In providing the Services, the Supplier shall:
- (a) co-operate with Green Spark and/or the End-Customer in all matters relating to the Services, and comply with all reasonable instructions of Green Spark;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Green Spark, will be free from defects in workmanship, installation and design;
 - (f) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (g) observe all health and safety rules and regulations and any other security requirements that apply at any of Green Spark's or the End-Customer's premises;
 - (h) hold all materials, equipment and tools, drawings, plans, reports, specifications and data supplied by Green Spark or the End-Customer to the Supplier (**Green Spark Materials**) in safe custody at its own risk, maintain Green Spark Materials in good condition until returned to Green Spark or the End-Customer (as applicable), and not dispose of or use Green Spark Materials other than in accordance with Green Spark's or the End-Customer's written instructions or authorisation (as applicable);
 - (i) not do or omit to do anything which may cause Green Spark or the End-Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Green Spark and the End-Customer may rely or act on the Services; and
 - (j) comply with any additional obligations as set out in the Order or the Service Specification.
- 3.4 **General Warranty on Services.** The Supplier warrants that the Services will conform with all descriptions, standards and specifications set out in the Order and Service Specification, and that the Deliverables shall be fit for any purpose that Green Spark expressly or impliedly makes known to the Supplier.
- 3.5 **Warranty on Labour.** Notwithstanding the generality of clause 3.3 and clause 3.4, the Supplier warrants that any labour or workmanship it performs, or its subcontractors perform, in connection with the Services shall be free from defects in workmanship for a period of 12 months following the completion of the relevant Services, or such other period as may otherwise be specified in the Order ("**Labour Warranty Period**") and:
- (a) if any defect in labour or workmanship arises during the Labour Warranty Period, the Supplier shall, at its own expense, promptly remedy the defect to Green Spark's reasonable satisfaction. This may include, as directed by Green Spark: (i) re-performing the defective labour; (ii) undertaking such remedial work as may reasonably be necessary to ensure compliance with the Contract; or (iii) reimbursing Green Spark for the costs of a third party engaged to remedy the defect, where the Supplier has failed to do so within a reasonable timeframe specified by Green Spark;

- (b) any Services re-performed or remedial works undertaken pursuant to this clause 3.5 shall themselves be subject to a new Labour Warranty Period from the date of completion of such remedial work;
- (c) the Warranty on Labour under this clause 3.5 is without prejudice to Green Spark's broader remedies provided under clause 6 or otherwise available under the Contract, statute, or law. It shall also apply to all Services performed by the Supplier, including remedial Services performed under clause 6.2; and
- (d) the Supplier shall not be liable under this clause 3.5 where: (i) the defect arises as a result of fair wear and tear, misuse, or wilful damage by Green Spark or the End-Customer, provided that such misuse does not arise from or result from instructions issued by the Supplier; (ii) the Supplier has complied with specific instructions from Green Spark relating to the defect; or (iii) the defect arises from alterations or repairs to the Services carried out by Green Spark or a third party without the Supplier's written consent.

3.6 **Site Drainage Plans.** Where Green Spark shares a site drainage plan (or extracts of the same) with the Supplier, the Supplier accepts and understands that:

- (a) the drainage plan has been prepared by Green Spark based on a field survey, involving the lifting of accessible manhole covers to assess drainage routes. While reasonable efforts will be made to ensure the accuracy of the information provided, it is not exhaustive and must not be relied upon as a definitive representation of the on-site drainage system. The accuracy of the plan may be affected by factors such as the condition, accessibility, or serviceability of drainage infrastructure at the time of the survey;
- (b) the drainage plan is shared for general information purposes only and must not, in any circumstances, be relied upon by the Supplier. The Supplier shall conduct its own independent investigations of the site, at its own cost and risk, to obtain and verify all necessary information related to the drainage system and surrounding conditions. The Supplier shall be solely responsible for its acts or omissions, which shall be based exclusively on the results of its own investigations, and not on any drainage plan provided by Green Spark; and
- (c) the drainage plan may not be (in whole or in part) disclosed, shared, or otherwise provided to any third party without Green Spark's prior written consent. Green Spark accepts no liability to any third party who may seek to rely on the drainage plan or any part of it. The Supplier shall be liable for any unauthorised disclosure or sharing of the drainage plan or its contents in breach of this clause.

3.7 **Civil Works.** Where the Supplier undertakes any Civil Works as part of the Services, unless agreed specifically otherwise by the parties in writing, such works shall be carried out in accordance with applicable building regulations and statutory requirements prevailing in England and Wales.

3.8 In the provision of the Services, the Supplier shall not do, or omit to do, anything that may:

- (a) damage, harm, or bring into disrepute the name, reputation, or goodwill of Green Spark or the End-Customer; or
- (b) adversely affect the trust or relationship between Green Spark and the End-Customer, and

the Supplier shall promptly notify Green Spark of any circumstances that may reasonably be expected to amount to a breach of this clause 3.8.

4. **SUPPLY OF GOODS**

4.1 **General Warranty on Goods.** The Supplier warrants that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Green Spark, expressly

or by implication, and in this respect Green Spark relies on the Supplier's skill and judgement; and

- (c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 **Warranty on Parts.** The Supplier warrants that where the Goods are manufactured products, the Goods shall be free from defects in design, materials and workmanship and remain so for the Parts Warranty Period. The “**Parts Warranty Period**” shall mean either the: (i) the period of the manufacturer’s warranty; or (ii) the period of 12 months after delivery, whichever is the longer and:

- (a) if any defect in design, materials or workmanship arises during the Parts Warranty Period, the Supplier shall, at its own expense, promptly remedy the defect to Green Spark's reasonable satisfaction. This may include, as directed by Green Spark, requiring the Supplier to repair or replace the defective Goods, or to provide a full refund of the price of the defective Goods (if paid). The Supplier accepts that where the Goods have been irrevocably incorporated into another product or installed at the relevant site or premises by the Supplier, the Supplier shall be liable to cover all related costs of rectification and shall be liable to re-perform all related Services to repair or replace the defective Goods;
- (b) the Parts Warranty Period is without prejudice to Green Spark’s remedies under clause 6 or otherwise available under the Contract, statute or law;
- (c) any repaired or replacement Goods provided during the Parts Warranty Period shall themselves be subject to a new Parts Warranty Period, commencing on the date of delivery of the repaired or replacement Goods; and
- (d) the Supplier shall not be liable under this warranty where the defect arises from misuse or unauthorised modifications by Green Spark or the End-Customer, provided that such misuse or modification was not caused or necessitated by defective Goods, materials or instructions supplied by the Supplier.

4.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

5. DELIVERY OF GOODS

5.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), 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; and
- (c) if the Supplier requires Green Spark or the End-Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during Business Hours or as instructed by Green Spark or the End-Customer.

- 5.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location and risk in the Goods shall pass to Green Spark on completion of delivery, subject to clause 5.4.
- 5.4 Notwithstanding clause 5.3, where the Goods are delivered to the Delivery Location but the Supplier is also responsible for their subsequent installation or incorporation as part of the Services, the Supplier shall remain responsible for the Goods, and risk in the Goods shall remain with the Supplier, until such installation or incorporation is completed. Until installation or incorporation is completed by the Supplier:
- (a) the Supplier shall, at its own cost, insure the Goods for their full replacement value against all risks of loss or damage from the point of dispatch until completion of installation or incorporation at the Delivery Location. The Supplier shall provide Green Spark with evidence of such insurance upon request; and
 - (b) Green Spark shall, or where relevant, shall procure that the End-Customer shall, apply a reasonable standard of care in relation to the Goods at all times while they are on Green Spark's or the End-Customer's premises, including taking reasonable steps to safeguard the Goods from damage, theft, or any unauthorised interference.

6. GREEN SPARK REMEDIES

- 6.1 **Delay or failure to perform.** If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, Green Spark shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by Green Spark in obtaining substitute goods or services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by Green Spark which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 **Breach of General Warranty on Services.** If the Supplier has supplied Services that do not comply with the requirements of clause 3.4 then, without limiting or affecting other rights or remedies available to it, Green Spark may in its absolute discretion, elect to rely on one or more of the following remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid). Additionally, the Supplier shall ensure any re-performed Services comply with the requirements of clause 3.5, including the renewed Labour Warranty Period;
 - (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Green Spark in obtaining substitute services or deliverables from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Green Spark arising from the Supplier's failure to comply with clause 3.4.

- 6.3 **Breach of Warranty on Labour.** In the case of a breach of the Warranty on Labour under clause 3.5, Green Spark may exercise the remedies set out in clause 3.5(a)-(d), and, without prejudice to those remedies, may also rely on any other rights or remedies available under the Contract, statute, or common law.
- 6.4 **Breach of General Warranty on Goods.** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, Green Spark may in its absolute discretion, whether or not it has accepted the Goods, elect to rely on one or more of the following remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Goods (including all related costs of rectification), or to provide a full refund of the price of the rejected Goods (if paid);
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Green Spark in obtaining substitute goods from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Green Spark arising from the Supplier's failure to supply Goods in accordance with clause 4.1.
- 6.5 **Breach of Warranty on Parts.** In the case of a breach of the Warranty on Parts under clause 4.2, Green Spark may exercise the remedies set out in clause 4.2(a)-(d), and, without prejudice to those remedies, may also rely on any other rights or remedies available under the Contract, statute, or common law.
- 6.6 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 6.7 Green Spark's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. GREEN SPARK'S OBLIGATIONS

- 7.1 Green Spark shall:
- (a) provide or procure the Supplier with reasonable access at reasonable times to Green Spark's premises or the premises of the End-Customer (as applicable) for the purpose of providing the Services; and
 - (b) provide or such necessary information for the provision of the Services as the Supplier may reasonably request.

8. CHARGES AND PAYMENT

- 8.1 The price for the Goods:
- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods (if any). No extra charges shall be effective unless agreed in writing and signed by Green Spark.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed

in writing by Green Spark, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 8.3 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Green Spark to inspect such records at all reasonable times on request.
- 8.4 In respect of the Goods, the Supplier shall invoice Green Spark on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Green Spark on completion of the Services. Each invoice submitted by the Supplier shall be accompanied by all supporting information and documents reasonably required by Green Spark to verify the performance and/or delivery to which the invoice relates, including, where applicable, timesheets, delivery notes, work completion certificates, and such other evidence as reasonably requested by Green Spark. Green Spark reserves the right to withhold payment of any invoice which is not substantiated by such supporting documentation, acting reasonably, until the Supplier has provided the necessary information to Green Spark's reasonable satisfaction.
- 8.5 In consideration of the supply of Goods and/or Services by the Supplier, Green Spark shall pay the invoiced amounts within 60 days of the date of a correctly rendered (undisputed) invoice to a bank account nominated in writing by the Supplier.
- 8.6 All amounts payable by Green Spark under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Green Spark, Green Spark shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 8.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 7 days after the dispute is resolved until payment.
- 8.8 Green Spark may at any time, without notice to the Supplier, set off any liability of the Supplier to Green Spark against any liability of Green Spark to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Green Spark may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Green Spark of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Subject to clause 9.5, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Green Spark Materials) shall be owned by the Supplier.
- 9.2 The Supplier grants to Green Spark, or shall procure the direct grant to Green Spark and, where relevant, the End-Customer, of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence, with the right to grant sub-licences to any affiliate, successor, transferee, or assignee (including any purchaser of substantially all of Green Spark's assets or equity or any novatee), to copy, use, and modify the Deliverables (excluding Green Spark Materials) for the purposes of receiving and using the Services and the Deliverables.
- 9.3 Green Spark grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Green Spark to the Supplier for the term of the Contract for the purpose of providing the Services to Green Spark.
- 9.4 The Supplier acknowledges that all rights in Green Spark Materials are and shall remain the exclusive property of Green Spark or, as applicable, the End-Customer.

- 9.5 Where the Supplier contributes to the preparation, drafting, or submission of planning applications on behalf of the End-Customer, all Intellectual Property Rights in such planning applications shall vest exclusively in the End-Customer. The Supplier assigns (or shall procure the assignment of) all such Intellectual Property Rights to Green Spark for the benefit of the End-Customer immediately upon creation. For the avoidance of doubt, the Supplier shall retain ownership of any Intellectual Property Rights in any pre-existing materials, templates, methodologies, software, or tools used by the Supplier in the preparation of such planning applications.

10. INDEMNITY

- 10.1 The Supplier shall indemnify Green Spark against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by Green Spark as a result of or in connection with:
- (a) any claim that the supply, receipt or use of the Goods or Services (excluding Green Spark Materials) infringes the intellectual property rights of any third party;
 - (b) any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or performance of the Services or the Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier (or any person for whom it is responsible); and
 - (c) any claim by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.
- 10.2 This clause 10 shall survive termination or expiration of the Contract.

11. INSURANCE

- 11.1 During the term of the Contract and for a period of 6 years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to Green Spark on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 12.1 In performing its obligations under the Contract, the Supplier shall: (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and (b) comply with the Mandatory Policies.
- 12.2 Green Spark (or its authorised agents or representatives) shall have the right, on reasonable notice and during Business Hours, to audit and inspect the Supplier's premises, systems, records and staff to the extent reasonable and necessary in order to verify the Supplier's compliance with any information, documentation, assurances, or representations provided to Green Spark in connection with the Supplier prequalification or onboarding process, as well as any ongoing obligations under the Contract. The Supplier shall provide all reasonable assistance and access as may be required by Green Spark for the purposes of such audit or inspection.
- 12.3 If any audit or inspection identifies non-compliance with any requirement of the Contract or any information provided by the Supplier to Green Spark, the Supplier shall, at its own cost, promptly implement such remedial actions as Green Spark may reasonably require. If, in Green Spark's reasonable opinion, remedial action is not possible or cannot be implemented within a reasonable period, Green Spark shall be entitled to terminate the Contract immediately by giving written notice to the Supplier, without prejudice to any other rights or remedies available to Green Spark.

13. DATA PROTECTION

- 13.1 It is not anticipated that any personal data will be processed by the Supplier on behalf of Green Spark in the course of the provision of the Services. In the event that data processing activities are anticipated by the Supplier, the Supplier shall inform Green Spark in writing in advance of carrying out any such processing and the parties shall enter into an appropriate data processing agreement.

14. TERM AND TERMINATION

- 14.1 The Contract shall commence on the Commencement Date and shall continue in force until the parties have fully discharged their respective obligations under the Contract, unless terminated earlier in accordance with its terms.
- 14.2 Without affecting any other right or remedy available to it, Green Spark may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) there is a change of control of the Supplier; or
 - (b) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
 - (d) the Supplier commits a breach of clause 3.3(g) (Health and Safety), clause 3.8 (Reputational issues) and/or clause 12.1 (Compliance with laws and the Mandatory Policies).
- 14.3 Without affecting any other right or remedy available to it, Green Spark may terminate the Contract with immediate effect by giving written notice to the Supplier if Green Spark's contract with the End-Customer in respect of the Services is for any reason terminated or expires. In such event, Green Spark shall pay the Supplier for costs properly and reasonably incurred by the Supplier up to the effective date of termination, provided that the Supplier is in full compliance with the terms of the Contract and has not incurred any further costs or commitments after receipt of the notice of termination. The Supplier shall take all reasonable steps to mitigate any such costs and shall provide Green Spark with satisfactory evidence of all costs claimed.
- 14.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

15. CONSEQUENCES OF TERMINATION

- 15.1 On expiration or termination of the Contract, the Supplier shall immediately deliver to Green Spark all Deliverables, whether or not then complete, and all Green Spark Materials. In respect of any Goods paid for by Green Spark which have not been used up, Green Spark may, at its sole discretion, either (a) require the Supplier to deliver such Goods to Green Spark, or (b) require the Supplier to refund to Green Spark the price paid for such Goods. If Green Spark requires delivery of the Goods or Deliverables and the Supplier fails to do so, then Green Spark (or its authorised agents or representatives) may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 15.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination 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 or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. CONFIDENTIALITY

- 16.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17. RESTRICTIONS

- 17.1 **Business Opportunities.** The Supplier undertakes to Green Spark that if, during the provision of the Services, the End-Customer informs the Supplier of a Business Opportunity or the Supplier becomes aware of a Business Opportunity relating to the End-Customer, that:
- (a) the Supplier shall notify Green Spark in writing of the Business Opportunity and provide all relevant details about it;
 - (b) the Supplier shall not, directly or indirectly, pursue, accept, or engage in such Business Opportunity, nor shall it seek to provide goods or services to the End-Customer in relation to it, without first obtaining Green Spark's prior written consent; and
 - (c) the Supplier shall take all reasonable steps to ensure that Green Spark is given the opportunity to secure or pursue such Business Opportunity before the Supplier takes any action in relation to it.
- 17.2 **Non-solicitation of employees.** During the term of the Contract and for a period of 6 months thereafter, the Supplier shall not, indirectly or directly, (except with the prior written consent of Green Spark: (a) solicit or entice away (or attempt to solicit or entice away) any Restricted Person from the employment or service of Green Spark, other than by means of a public recruitment campaign open to all-comers and not specifically targeted at the staff of Green Spark or (b) employ or engage any Restricted Person. For the purposes of this clause 17.2, a "Restricted Person" means any person employed or engaged by Green Spark during the term of the Contract, who is or has been involved in the provision of the Services or the management of the Contract. If the Supplier commits any breach of this clause 17.2, the Supplier shall, on demand, pay to Green Spark a sum equal to 20% of one year's basic salary or the annual fee (whichever is the higher), that was payable by Green Spark to the Restricted Person, plus the recruitment costs incurred by Green Spark in replacing that person.

18. FORCE MAJEURE

- 18.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 45 days, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

19. GENERAL

19.1 Assignment and other dealings.

- (a) Green Spark may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract; and
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Green Spark. If Green Spark grants such consent, the Supplier shall remain fully responsible for the performance of the Contract and shall be liable for all acts and omissions of its subcontractors as if they were its own.

- 19.2 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by email to: (i) in the case of Green Spark: accounts@thegsgroup.com and (ii) in the case of the Supplier, to the email address used by the Supplier during the ordering process (or such other email address of the Supplier which Green Spark knows to be active). Any notice shall be deemed to have been received at the time of transmission (provided no delivery failure notification was received), or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 19.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 19.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

- 19.4 **Waiver.** Except as set out in clause 2.5, a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 19.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 19.6 **No exclusivity.** Nothing in the Contract shall operate so as to grant the Supplier any exclusive right to supply the Goods and/or Services to Green Spark or restrict Green Spark from procuring similar or identical goods or services from any third party at any time.

- 19.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 19.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 19.9 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

- 19.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.