

GREEN SPARKS (ENVIRONMENTAL) SERVICES LIMITED

TERMS AND CONDITIONS OF SUPPLY

The Customer's attention is particularly drawn to the provisions of clause 10 (Limitation of liability).

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.

Civil Works: means any construction, excavation, groundwork, structural alteration, demolition, or similar activities undertaken by Green Spark 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 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 15.8.

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

Customer: the person or firm who purchases the Services from Green Spark.

Customer Default: has the meaning ascribed to it in clause 4.3.

Deliverables: any output of the provision of the Services produced for the Customer, including for the avoidance of doubt, any reports, records or drainage plans.

Delivery Location: has the meaning given in clause 6.2.

Goods: the goods (or any part of them) required to be supplied and installed as part of the provision of the Services, and in respect of which title is intended to pass to the Customer upon payment in full for the Services.

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

Green Spark Materials: has the meaning given in clause 4.1(i).

Hire Charges: the charges for the Hired Equipment as set out in the Order.

Hired Equipment: any equipment belonging to Green Spark or procured by Green Spark on the Customer's behalf, that is hired by the Customer under the terms of the Order.

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.

Order: the Customer's order for the supply of Services, as set out in the Customer's written acceptance of Green Spark's quotation, or overleaf, as the case may be.

Services: the services, including the Deliverables or any Goods, supplied by Green Spark to the Customer as set out in the Order.

- 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 the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Green Spark issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Green Spark and any illustrations or descriptions of the Services contained in Green Spark's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These 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 law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by Green Spark shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- 2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. SUPPLY OF SERVICES

- 3.1 Green Spark shall supply the Services to the Customer in accordance with the Order in all material respects.
- 3.2 Green Spark warrants to the Customer that the Services will be provided using reasonable care and skill and in accordance with all applicable laws.
- 3.3 Green Spark shall use all reasonable endeavours to meet any performance dates for the Services, if specified, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.4 Subject to clause 3.5 and clause 3.6, any changes to the Services must be agreed in writing by the parties in order for such changes to have legal effect.

- 3.5** Green Spark reserves the right to amend the Order or the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Green Spark shall notify the Customer in any such event.
- 3.6** Where Green Spark provides a quotation without conducting a prior site visit, the Customer acknowledges that such quotation is based solely on information provided by the Customer or its representatives. Should it later become apparent that the Services required are more complex or involved than initially indicated, Green Spark reserves the right to revise the scope and pricing of the Services to reflect the actual circumstances. The Customer further acknowledges that such revisions may necessitate a rescheduling of the Services and agrees to pay a fee for any initial site visit during which the Services could not be performed.
- 3.7** Green Spark shall use reasonable endeavours to observe all reasonable health and safety and security requirements that apply at the Customer's premises that have been communicated to it by the Customer (in advance), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 3.8** Where Green Spark creates a site drainage plan in the course of the provision of the Services, the Customer 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; and
 - (b) the drainage plan is provided solely for the use of the Customer in connection with Green Spark's services. It 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.
- 3.9** Where Green Spark undertakes any Civil Works as part of the Services, such works shall be carried out in accordance with applicable building regulations and statutory requirements prevailing in England and Wales. The Customer acknowledges and agrees that Green Spark shall not be bound by, nor required to adhere to, any additional standards, specifications, or requirements imposed by the Customer unless expressly agreed in writing by Green Spark. In the event of any conflict between the Customer's requested standards and applicable building regulations, Green Spark's compliance with such regulations shall take precedence, and this shall be deemed full and proper performance of its obligations.

4. CUSTOMER'S OBLIGATIONS

- 4.1** The Customer shall:
- (a) ensure that the terms of the Order and any information it provides Green Spark are complete and accurate;
 - (b) co-operate with Green Spark in all matters relating to the Services;
 - (c) provide Green Spark, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, welfare facilities and other facilities as reasonably required by Green Spark to provide the Services;
 - (d) provide Green Spark with such information and materials as Green Spark may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) if required, prepare the Customer's premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

- (g) comply with all applicable laws, including health and safety laws;
- (h) inform Green Spark of all rules and procedures (including health and safety rules and procedures) which apply at the Customer's premises and provide inductions to all Green Spark personnel in respect of the same at the start of the provision of the Services;
- (i) keep all materials, equipment, documents and other property of Green Spark (**Green Spark Materials**) at the Customer's premises in safe custody at its own risk, maintain Green Spark Materials in good condition until returned to Green Spark, and not dispose of or use Green Spark Materials other than in accordance with Green Spark's written instructions or authorisation; and
- (j) comply with any additional obligations as set out in the Order.

4.2 Notwithstanding the generality of clause 4.1(c), the Customer shall ensure that Green Spark, its employees, agents, consultants and subcontractors are granted timely and unrestricted access to the relevant site or premises as required for the performance of the Services. If the Customer fails to provide such access at the agreed time, the Customer shall remain liable to pay for the Services in full, notwithstanding that they could not be performed. In addition, where Green Spark or its personnel experience any waiting time on site due to such failure, Green Spark reserves the right to charge the Customer a demurrage fee at the rates specified in the Order or as otherwise notified to the Customer in advance. Green Spark shall further be entitled to reschedule the provision of the Services at its sole discretion, and any additional costs arising from such rescheduling shall be borne by the Customer.

4.3 If Green Spark's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Green Spark shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Green Spark's performance of any of its obligations;
- (b) Green Spark shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Green Spark's failure or delay to perform any of its obligations as set out in this clause 4.3; and
- (c) the Customer shall reimburse Green Spark on written demand for any costs or losses sustained or incurred by Green Spark arising directly or indirectly from the Customer Default.

4.4 The Customer shall notify Green Spark in writing of any issues or concerns regarding the performance of the Services without undue delay and, in any event, within ten (10) days of the date the issue or concern was, or ought reasonably to have been, discovered. The notice must provide sufficient detail to enable Green Spark to investigate and address the matter. Failure by the Customer to notify Green Spark within this timeframe shall be deemed a waiver of the Customer's right to dispute the performance of the Services, except where such failure relates to a latent defect not reasonably discoverable within the notification period.

4.5 **Non-solicitation of employees.** During the term of the Contract and for a period of 6 months thereafter, the Customer 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 4.5, 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 Customer commits any breach of this clause 4.5, Green Spark 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.

5. HIRED EQUIPMENT

- 5.1 The Hired Equipment (if any) will be set out in the Order.
- 5.2 The Customer will pay the Hire Charges, the transportation costs to deliver the Hired Equipment to the Customer and any fuel needed to operate the Hired Equipment.
- 5.3 The Customer shall, for the period it has possession or control of the Hired Equipment: (a) have the sole risk of loss or damage to the Hired Equipment; (b) ensure that the Hired Equipment is kept secure and identified as the property of Green Spark; and (c) maintain, with a reputable insurance company, insurance cover for any loss or damage to the Hired Equipment for its full replacement cost, and shall have Green Spark's interest noted on the policy.
- 5.4 The Customer shall reimburse Green Spark for all the costs of any repair or replacement of the Hired Equipment, except to the extent necessitated by a default on the part of Green Spark.
- 5.5 On the expiration or termination of the Contract, the Customer shall make the Hired Equipment immediately available for return to Green Spark.

6. GOODS

- 6.1 To the extent that the supply of any Goods is required as a part of the provision of Services, this clause 6 shall apply.
- 6.2 Green Spark shall procure the delivery of the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).
- 6.3 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 the Customer on completion of delivery.
- 6.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.
- 6.5 If the Customer fails to take delivery of the Goods, Green Spark shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including reasonable storage costs, insurance and any additional haulage or other third party costs). If after a reasonable period of time, the Customer has still not taken actual delivery of the Goods, Green Spark may resell or otherwise dispose of part or all of the Goods or re-use them for the provision of services to another customer. The Customer understands and accepts that this may cause a delay to performance of the Services, in particular, because Green Spark would need to re-order the Goods for the Customer and await a new delivery window.
- 6.6 Title to the Goods shall not pass to the Customer until Green Spark receives payment in full (in cash or cleared funds) for the Goods.
- 6.7 Until title to the Goods has passed to the Customer, the Customer shall:
 - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Green Spark's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Green Spark's behalf from the date of delivery;
 - (d) notify Green Spark immediately if it becomes subject to any of the events listed in clause 11.2(b); and
 - (e) give Green Spark such information as Green Spark may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.

- 6.8 At any time before title to the Goods passes to the Customer, Green Spark may require the Customer to deliver up all Goods in its possession that have not been irrevocably incorporated into another product or installed at the relevant site or premises, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6.9 Where the Services include the supply of Goods, Green Spark shall, to the extent permissible, transfer to the Customer the benefit of any manufacturer's warranty applicable to such Goods. Green Spark shall not provide any warranty for the Goods beyond the scope of the manufacturer's warranty. The Customer acknowledges that any claim made under such warranty shall be subject to the terms and conditions set by the manufacturer, and Green Spark shall not be liable for any failure or refusal by the manufacturer to honour its warranty obligations.

7. CHARGES AND PAYMENT

- 7.1 The price for the Services shall be as set out in the Order.
- 7.2 If a Customer requires a purchase order (**PO**) for its own internal processes, the Customer shall issue a valid PO for the Services to Green Spark in a timely manner and, in any event, no later than five (5) Business Days prior to the commencement of the Services, or such other timeframe as may be agreed in writing by Green Spark. The PO must reference the agreed price and scope of the Services as specified in the Order. Green Spark shall not be obliged to commence the provision of the Services until a valid PO has been received. Failure to issue a PO in accordance with this clause shall not relieve the Customer of its obligation to pay for the Services in accordance with the terms of the Contract.
- 7.3 Unless agreed otherwise in writing, Green Spark shall invoice the Customer on completion of the Services (regardless of whether a PO has been issued in accordance with clause 7.2). Any issues or disputes in relation to invoices must be notified to Green Spark in writing by the Customer within seven (7) days of the date of the relevant invoice, otherwise the Customer shall be deemed to have accepted the invoice as valid and payable.
- 7.4 The Customer shall pay each invoice submitted by Green Spark:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Green Spark, and
- time for payment shall be of the essence of the Contract.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Green Spark to the Customer, the Customer shall, on receipt of a valid VAT invoice from Green Spark, pay to Green Spark such additional amounts in respect of VAT as are chargeable on the supply of the Services, as applicable, at the same time as payment is due for the supply of the Services.
- 7.6 If the Customer fails to make any payment due to Green Spark under the Contract by the due date, then, without limiting Green Spark's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum in full, whether before or after judgment. Interest shall accrue daily as follows:
- (a) at a rate of 4% per annum above the Bank of England's base rate from time to time, but at a rate of 4% per annum for any period when that base rate is below 0%, for the first 30 days after the due date;
 - (b) at a rate of 6% per annum above the Bank of England's base rate from time to time, but at a rate of 6% per annum for any period when that base rate is below 0%, for the period from 31 to 60 days after the due date; and
 - (c) at a rate of 8% per annum above the Bank of England's base rate from time to time, but at a rate of 8% per annum for any period when that base rate is below 0%, for any period beyond 60 days after the due date.

7.7 In the event that the Customer fails to make payment in accordance with the terms of the Contract, Green Spark reserves the right to take such steps as may be reasonably necessary to recover the outstanding sums, including but not limited to engaging a third-party debt recovery agency or instructing legal advisers. The Customer shall be liable for any costs, charges or expenses (including reasonable legal fees and third-party collection agency fees) incurred by Green Spark in recovering the overdue sums, to the extent that such recovery costs are legally recoverable under the Late Payment of Commercial Debts (Interest) Act 1998 or any other applicable laws.

7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Subject to clause 8.5, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Green Spark.

8.2 Subject to payment in full of all sums due to Green Spark under the Contract, Green Spark grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

8.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 8.2.

8.4 The Customer grants Green Spark a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Green Spark for the term of the Contract for the purpose of providing the Services to the Customer.

8.5 Where Green Spark contributes to the preparation, drafting, or submission of planning applications on behalf of the Customer, all Intellectual Property Rights in such planning applications shall vest exclusively in the Customer. Green Spark assigns (or shall procure the assignment of) all such Intellectual Property Rights to the Customer, subject to payment in full of all sums due to Green Spark under the Contract. For the avoidance of doubt, Green Spark shall retain ownership of any Intellectual Property Rights in any pre-existing materials, templates, methodologies, software, or tools used by Green Spark in the preparation of such planning applications.

9. DATA PROTECTION

9.1 The Customer acknowledges and agrees that, in the event of non-payment or overdue sums under the Contract, Green Spark may share relevant personal data relating to the Customer (or its representatives, directors, or officers, as applicable) with third-party debt recovery agencies or legal advisers for the purpose of recovering outstanding amounts owed to Green Spark. Such data sharing will be carried out in accordance with applicable data protection legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Green Spark warrants that it will only share personal data that is strictly necessary for the purposes of debt recovery and will ensure that any third party receiving the personal data is contractually obligated to process such personal data in compliance with applicable laws.

9.2 Green Spark may share customer information with its' bank/funder on an ad hoc basis in order to verify relevant information about the Customer, including their identity, suitability for Services and credit related matters.

9.3 Any other personal data supplied by the Customer to Green Spark will be subject to Green Spark's privacy policy which is available at: <https://www.thegsgroup.com/app/immutable/assets/Privacy-Policy.9dM6SbAL.pdf>

10. LIMITATION OF LIABILITY

10.1 The limits and exclusions in this clause reflect the insurance cover Green Spark has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

- 10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in the Contract limits any liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) any liability that legally cannot be limited.
- 10.4 Subject to clause 10.3, Green Spark's total liability to the Customer shall not exceed an amount equal to the price payable by the Customer for the provision of the Services under the Contract.
- 10.5 The cap on Green Spark's liability under clause 10.4 shall be reduced by amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings.
- 10.6 Subject to clause 10.3, the following types of loss are wholly excluded by Green Spark: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.
- 10.7 Green Spark has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.8 This clause 10 shall survive termination of the Contract.

11. TERM AND TERMINATION

- 11.1 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.
- 11.2 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 60 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.
- 11.3 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 Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 Without affecting any other right or remedy available to it, Green Spark may suspend the supply of Services under the Contract or any other contract between the Customer and Green Spark if the Customer fails to pay any amount due under the Contract on the due date for payment or if Green Spark has reason to believe (acting reasonably) that the Customer will be unable to pay any such

amounts, including where the Customer becomes subject to any of the events listed in clause 11.2(b), or Green Spark reasonably believes that the Customer is about to become subject to any of them.

11.5 The Customer has no right to terminate the Contract for convenience or on notice. Notwithstanding the foregoing, if the Customer requests to terminate the Contract other than in accordance with this clause 11, Green Spark may, at its sole discretion and in exceptional circumstances, agree to such termination, subject to the following conditions:

- (a) the Customer shall pay Green Spark all committed and unrecoverable costs incurred by Green Spark up to the agreed date of termination;
- (b) the Customer shall pay Green Spark an amount equal to its anticipated profit margin on the Contract, calculated as at the intended date of termination;
- (c) no such termination shall take effect unless and until Green Spark confirms its consent in writing and receives all amounts due under this clause 11.5 in cleared funds,

and, for the avoidance of doubt, Green Spark's consent to a termination request under this clause shall not constitute a waiver of its other rights and remedies under the Contract.

12. CONSEQUENCES OF TERMINATION

12.1 On expiration or termination of the Contract:

- (a) the Customer shall immediately pay to Green Spark all of Green Spark's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Green Spark shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) the Customer shall return all of Green Spark Materials, the Hired Equipment and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Green Spark may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of 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.

12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

13. CONFIDENTIALITY

13.1 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 13.2.

13.2 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 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 13.3 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.

14. FORCE MAJEURE

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 90 days, the party not affected may terminate the Contract by giving not less than 14 days' written notice to the affected party.

15. GENERAL

- 15.1 **Assignment and other dealings.** 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. The Customer 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.
- 15.2 **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 Customer, to the email address specified on the Order. 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.
- 15.3 **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 15.3 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.
- 15.4 **Waiver.** Except as set out in clause 2.6 and clause 4.4, 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.
- 15.5 **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.
- 15.6 **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.
- 15.7 **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.
- 15.8 **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).
- 15.9 **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.

15.10 **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.