

**The Client's attention is particularly drawn to the provisions of clause 7**

**1. Interpretation**

1.1. In these Terms:

<b>Affiliate</b>	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
<b>BIFA Terms</b>	means the British International Freight Association standard trading conditions in force from time to time;
<b>Client</b>	means the person named in the Quotation to whom the Supplier has agreed to provide the Services in accordance with these Terms;
<b>Excluded Loss</b>	means any of the following: (a) loss of profit; (b) loss of anticipated profit; (c) loss of production; (d) loss of product use; (e) loss of turnover; (f) loss of business opportunity; (g) loss of goodwill; in each case whether the same shall arise directly or indirectly, or any indirect, special or consequential loss or damage, costs, expense or claims for compensation whatsoever;
<b>Contract control</b>	means the contract for the provision of the Services; shall be as defined in section 1124 of the Corporation Tax Act 2010;
<b>Force Majeure Event</b>	means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;
<b>Goods</b>	means the Client's goods which are to be the subject of the Contract and which are set out in the Quotation;
<b>Quotation</b>	means the Supplier's quotation to which these Terms are appended;
<b>RHA Terms</b>	means the Road Haulage Association Limited conditions of carriage in force from time to time;
<b>Services</b>	means the services to be provided by the Supplier for the Client and referred to in the Specification;
<b>Specification</b>	means the specification of the services to be provided as set out in the Quotation;
<b>Supplier</b>	means Stadium Export Services Limited registered in England and Wales under number 03066363;
<b>Terms</b>	means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Client and the Supplier;
<b>Writing and any similar expression</b>	includes facsimile transmission and comparable means of communication and, unless expressly stated otherwise, electronic mail.

1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.

**2. Supply of the Services**

2.1. The Supplier shall sell and the Client shall purchase the Services in accordance with the Supplier's Quotation, subject to the Terms and:

2.1.1. where the Services include carriage by road only, the RHA Terms; and

2.1.2. where the Services include freight forwarding services, the BIFA Terms

which shall govern the Contract to the exclusion of any other terms subject to which any such Quotation is accepted or purported to be accepted, or any order is made or purported to be made, by the Client. In the event of any conflict between these Terms and the RHA Terms or the BIFA Terms, the provisions of RHA Terms or the BIFA Terms (as applicable to the Services) shall prevail.

2.2. No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Client and the Supplier.

2.3. The Supplier's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Supplier in Writing. In entering into the Contract the Client acknowledges that it does not rely on any such representations, which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4. For the avoidance of doubt, by entering into this Contract the Client hereby agrees that the Supplier is not a common carrier and that the Supplier shall not be liable as such in relation to the provision of the Services.

2.5. The Services shall be provided in accordance with the Quotation subject to these Terms.

- 2.6. The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Client.
- 2.7. The Supplier may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
- 2.8. Where the Supplier is to arrange the transportation of the Goods, it may carry the Goods by any route and by any mode of transport that it shall think fit.

### **3. Obligations and Warranties of the Client**

- 3.1. The Client shall at its own expense supply the Supplier with all necessary data or other information relating to the Services, within sufficient time to enable the Supplier to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such data and information.
- 3.2. The Client shall grant to, or obtain for, the Supplier such rights of access to the premises at which the Goods are located as are reasonably required to enable the Supplier to perform the Services.
- 3.3. The Client warrants that it has provided to the Supplier all information relating to the characteristics of the Goods that the Supplier may require in order to plan and effect the provision of the Services (including without limitation, details of fragile items and items which are inherently toxic or hazardous).
- 3.4. The Client warrants that it is the owner of the Goods, or in the alternative that it has the necessary authority from the owner of the Goods to accept the terms of this Contract in relation to the provision of the Services in relation to the Goods.
- 3.5. It shall be the responsibility of the Client to provide all shipping marks and labels that are to be applied to the Goods provided that the Supplier shall apply the appropriate international shipping marks to the Goods.
- 3.6. Where Goods are presented to the Supplier ready packed for the provision by the Supplier of transportation or warehousing services only, the Client shall ensure that they are properly and securely packed and are in such condition as not to cause injury to the Supplier, (or to any of its employees or agents, or any third party), or to cause damage to the property of the Supplier, (or any of its employees or agents, or any third party). The Client shall indemnify and keep indemnified the Supplier from and against all costs, claims, fines, demands, liabilities, expenses, damages or losses arising out of or in connection with the failure by the Client to comply with the requirements of this clause 3.6.
- 3.7. The Client shall be liable to pay all import or export duties, or any other duties or taxes, as may become payable anywhere in the world as a result of the provision of the Services.

### **4. Charges**

- 4.1. Subject to any special terms agreed, the Client shall pay the Supplier's quoted price, and any additional sums which are agreed between the Supplier and the Client for the provision of the Services or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any information or data provided to the Supplier, any change in the date for the performance of the Services required by the Client, or any other cause attributable to the Client.
- 4.2. The Supplier reserves the right, by giving notice in Writing to the Client, to increase the price of the Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier, (such as, without limitation, any foreign currency fluctuation, currency regulation, significant increase of labour costs, materials or other costs).
- 4.3. If:
  - 4.3.1. the Supplier has agreed to provide warehousing services to the Client, and the Client (or its employees or agents) fails to collect the Goods from the warehouse on the agreed date; or
  - 4.3.2. the Supplier has agreed to arrange for the transportation of the Goods and the Client (or consignee) of the Goods fails to take delivery thereof at the time and place agreed for delivery;then without limiting any other right or remedy available to the Supplier the Supplier may store the Goods until actual collection or delivery (as the case may be) and charge the Client for the costs (including insurance) of storage and (where appropriate) redelivery.
- 4.4. All charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

### **5. Terms of payment**

- 5.1. The Supplier shall be entitled to invoice the Client on completion of the Services or at other times agreed with the Client.
- 5.2. The Client shall pay the price of the Goods within 30 days of the date of the Supplier's invoice, unless otherwise agreed in Writing, and the Supplier shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Client. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will only be issued upon request.
- 5.3. The Supplier's charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice.
- 5.4. If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 6% above the base

rate from time to time of National Westminster Bank plc from the due date until the outstanding amount is paid in full. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.5. The Supplier may suspend or cease performance of the Services, or any part of the Services, or withhold any necessary documentation to be provided as part of the Services, until all sums owed to the Supplier or any of its Affiliates (in respect of any contract in place between the Supplier or any of its Affiliates and the Client) are paid.

## **6. Warranties and liability**

- 6.1. The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Quotation. Where the Supplier supplies in connection with the provision of the Services any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 6.2. The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 6.3. The Supplier shall not be liable for any loss, damage, delay if the nature of the Goods exposes them to total or partial loss or damage through natural deterioration, decay, or latent defect.
- 6.4. The Supplier shall not be liable for any loss or damage, error or delay unless notice is given to the Supplier within seven days of the date on which delivery was due.
- 6.5. By entering into the Contract the Client agrees that the benefit of every defence, exemption and limitation of liability available to the Supplier under the Contract shall be available to the employees of the Supplier from time to time and any sub-contractors and agents of the Supplier.

## **7. Limitation of liability**

- 7.1. Nothing in these Terms shall limit or exclude the liability of the Supplier for:
- 7.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- 7.1.2. fraud or fraudulent misrepresentation;
- 7.1.3. breach of the terms implied by section 2 of the Sale of Goods and Services Act 1982; or
- 7.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 7.2. Subject to the provisions of clause 7.1 and 7.3:
- 7.2.1. the Supplier shall not be liable to the Client in any circumstances whether in contract, tort (including negligence), breach of statutory duty or otherwise on the part of the Supplier for any Excluded Loss arising under or in connection with the Contract; and
- 7.2.2. where the Supplier is providing warehousing services, the Supplier shall only be liable to the Client in circumstances where the loss or damage to the Client's Goods arises due to the negligence of the Supplier; and
- 7.2.3. the entire liability of the Supplier in respect of claims for physical loss, mis-delivery of or damage to the Client's Goods arising under or in connection with the Contract whether in contract, tort (including negligence) breach of statutory duty or otherwise shall be limited to the lesser of:
- 7.2.3.1. the value of the Goods (calculated in accordance with clause 7.2.5) which are damaged, lost or mis-delivered; or
- 7.2.3.2. the cost of repairing any damage to the damaged Goods; or
- 7.2.3.3. in respect of Goods being packed by the Supplier or stored on its premises, a sum calculated at the rate of £100 per metric tonne on the gross weight of that part of the Goods in respect of which the claim arises; or
- 7.2.3.4. in respect of Goods being transported by the Supplier, a sum calculated at the rate of £1300 per metric tonne on the gross weight of that part of the Goods which are damaged, mis-delivered or lost; and
- 7.2.4. the Supplier shall not be responsible for any costs, loss or damage (in each case whether direct or indirect) arising from failure to deliver the Goods in accordance with time limits, whether estimated or agreed, or, where no such time limit exists, within a reasonable time, where the failure to deliver is caused by events, requirements or circumstances outside the Supplier's control and which the Supplier cannot avoid by the exercise of reasonable diligence;
- 7.2.5. notwithstanding any liability of the Supplier under clause 7.2.3 in respect of physical loss, mis-delivery or damage to the Goods, the overall liability of the Supplier in respect of any claims whatsoever arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty or otherwise, shall not exceed the price paid by the Client to the Supplier for the Services.
- 7.3. For the purposes of clause 7.2.3, the value of any Goods shall be calculated by reference to their invoice value if they have been sold and otherwise the cost to the owner of replacing them at the time of:
- 7.3.1. for the purposes of clause 7.2.3.3, the commencement of the packing services or, if Goods are being stored without being packed by the Supplier, immediately prior to being put into storage; or
- 7.3.2. for the purposes of clause 7.2.3.4, the commencement of transportation.

7.4. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## 8. Termination

- 8.1. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:
- 8.1.1. the Client commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in Writing of the breach;
  - 8.1.2. the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 8.1.3. the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
  - 8.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
  - 8.1.5. a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 8.1.6. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client;
  - 8.1.7. a floating charge holder over the assets of the Client has become entitled to appoint or has appointed an administrative receiver;
  - 8.1.8. a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;
  - 8.1.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 8.1.2 to 8.1.8 (inclusive); or
  - 8.1.10. the Client suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 8.2. Without limiting its other rights or remedies, the Supplier shall have the right to suspend all further provision of the Services under the Contract or any other contract between the Client and the Supplier if the Client becomes subject to any of the events listed in clause 8.1.2 to 8.1.9 inclusive, or the Supplier reasonably believes that the Client is about to become subject to any of them and if the Services have been completed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 9. General

- 9.1. Force majeure:
- 9.1.1. The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
  - 9.1.2. If the Force Majeure Event prevents the Supplier from supplying any of the Goods for more than 5 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Client.
- 9.2. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. The service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution shall not be permitted by electronic mail.
- 9.3. No waiver by the Supplier of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 9.5. A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 9.6. The Client shall not be entitled to assign or otherwise transfer the Contract or any of its rights or obligations thereunder without the prior consent in writing of the Supplier.
- 9.7. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Client.
- 9.8. The Client shall at all times during, and in respect of all matters relating to, the performance of the Contract comply with:
- 9.8.1. the British Engines Group Business Ethics Policy;
  - 9.8.2. the British Engines Group Anti- Bribery Policy; and
  - 9.8.3. the British Engines Group Anti-counterfeit Policy,

(available at [www.britishengines.co.uk/about-us/compliance](http://www.britishengines.co.uk/about-us/compliance), or on request) as if it were an employee of the Supplier, and notwithstanding any reporting requirements in the relevant policy, report any potential, actual or alleged non-compliance to the Supplier immediately.

- 9.9. The Client shall:
- 9.9.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
  - 9.9.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 9.9.3. promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of any Contract;
  - 9.9.4. immediately notify the Supplier if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of any Contract); and
  - 9.9.5. ensure that all persons associated with the Client or other persons who are performing services in connection with any Contract comply with this Condition 9.9.
- 9.10. For the purpose of Condition 9.9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 9.11. The Client shall:
- 9.11.1. not engage in any activity, practice or conduct which would constitute either:
    - 9.11.1.1. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act; or
    - 9.11.1.2. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
  - 9.11.2. promptly report to the Supplier any request or demand received by the Supplier (including its employees, officers and workers, and any third parties whom it may instruct in relation to any Contract) from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of any Contract; and
  - 9.11.3. ensure that all persons associated (within the meaning of section 44(4) of the Criminal Finances Act 2017) with the Client and other persons who are performing services in connection with this agreement comply with this Condition 9.11.
- 9.12. Failure to comply with Condition 9.9 or Condition 9.11 may result in the termination of any Contract.
- 9.13. In relation to data protection:
- 9.13.1. the Supplier will collect and process personal information (if any) of the Client's employees, officers and workers in accordance with the British Engines Group Privacy Policy which is available on the British Engines website at <https://www.britishengines.co.uk/pdf/british-engines-group-privacy-policy.pdf>;
  - 9.13.2. the Client and the Supplier acknowledge that for the purposes of the Data Protection Legislation the Supplier is the data controller and the Client is the data processor as defined in the Data Protection Legislation. The parties will comply with the Data Protection Legislation;
  - 9.13.3. the Supplier does not agree to the Client appointing any third party processor of Personal Data (as defined in the Data Protection Legislation) under any Contract;
  - 9.13.4. the Client will process Personal Data, in respect of which the Supplier is the data controller, in accordance with the Supplier's instructions and the Data Protection Legislation and in particular shall not share or transfer such personal data without both:
    - 9.13.4.1. the consent of the Supplier; and
    - 9.13.4.2. meeting the requirements of the Data Protection Legislation;
- 9.14. in respect of the Client's activities in accordance with any Contract, it will:
- 9.14.1. notify the Supplier without undue delay upon becoming aware of any breach of the Data Protection Legislation; and
  - 9.14.2. comply with the Supplier's policies and procedures in place from time to time which relate to compliance with Data Protection Legislation;
- 9.15. the Client shall be liable for and shall indemnify the Supplier, and its affiliates and parent companies, for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach of the Data Protection Legislation by the Client (including its employees, officers and workers, and any third party which it engages).
- 9.16. In Condition 9.13, "**Data Protection Legislation**" shall mean the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy, and "**UK Data Protection Legislation**" shall mean any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

## 10. Governing law and jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.