

ENGINEERING SERVICES AGREEMENT

Name of Parties in Quotation:

Decom Engineering Ltd with company number NI60829 and registered office at 55 Mullan Road, Cookstown, Co.Tyrone N.Ireland, BT80 OJE
(Decom Engineering)

[FULL COMPANY NAME] (Customer)

Terms and Conditions applicable to Decom Engineering's Quotation

1. Definitions

Applicable Data Protection Laws: means:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which Decom Engineering is subject, which relates to the protection of personal data.

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.

Change Order: has the meaning given in clause 7.

Charges: the sums payable for the Services, as set out in the Quotation.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Decom Engineering in connection with the Services,

Decom Engineering's Equipment: any equipment,

including tools, systems, cabling or facilities, provided by Decom Engineering to the Customer and used directly or indirectly in the supply of the Services.

Deliverables: any output of the Services to be provided by Decom Engineering to the Customer as set out in the Quotation.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, 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.

Quotation: Decom Engineering's quotation for Services as attached to and governed by these terms and conditions

Services: the services to be provided by Decom Engineering to the Customer as set out in the Quotation.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

2 Basis of Contract

The provision of these terms and conditions apply 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.

Following acceptance of the Quotation by the Customer, this constitutes Customer's agreement to the Services and the terms of the Quotation, subject always to these terms and conditions.

In the event that Customer has failed to accept the Quotation, the Customer's instruction for Decom Engineering to

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commence the Services, shall be deemed to evidence Customer's acceptance of the Quotation and these terms and conditions.

The Customer is responsible for ensuring that any applicable specification submitted by the Customer and reflected in the Quotation are complete and accurate.

Decom Engineering's responsibilities

Decom Engineering shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Customer, in accordance with the Quotation in all material respects.

Decom Engineering shall use reasonable endeavours to meet any delivery dates within the Quotation but any such dates shall be estimates only and time for performance by Decom Engineering shall not be of the essence of this agreement.

No warranty is provided by Decom Engineering in respect of the Services and/or Deliverables and all warranties, express or implied are, to the fullest extent permitted by law, excluded from the agreement.

Customer's general obligations

The Customer shall:

co-operate with Decom Engineering in all matters relating to the Services;

provide, for Decom Engineering, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Decom Engineering;

provide to Decom Engineering in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by Decom Engineering in connection with the Services and ensure that they are accurate and complete in all material respects;

inform Decom Engineering of all health and safety and security requirements that apply at any of the Customer's premises;

obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Decom Engineering to provide the Services;

keep, maintain Decom Engineering's Equipment in accordance with Decom Engineering's instructions from time to time and shall not dispose of or use Decom Engineering's Equipment other than in accordance with Decom Engineering's written instructions or authorisation.

If Decom Engineering's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Decom Engineering shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

Rental Services

Where the Services are to consist of or include the rental of Decom Engineering's Equipment to the Customer (for the purposes of this clause 5, referred to as the 'Equipment'), the following provisions shall apply to such rental of Equipment:

Title, risk and insurance

The Equipment shall at all times remain the property of Decom Engineering and the Customer shall have no right, title or interest in or to the Equipment.

The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery of the Equipment, the date and location for such to be detailed in the Quotation. The Equipment shall remain at the sole risk of the Customer during the rental period as detailed in the Quotation and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to Decom Engineering. During the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Decom Engineering may from time to time nominate in writing;

insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Decom Engineering may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

insurance against such other or further risks relating to the Equipment as may be required by law, together with such

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other insurance as Decom Engineering may from time to time consider reasonably necessary and advise to the Customer.

The Customer shall give immediate written notice to Decom Engineering in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

If the Customer fails to effect or maintain any of the insurances required under this agreement, Decom Engineering shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Decom Engineering and proof of premium payment to Decom Engineering to confirm the insurance arrangements.

Customer's responsibilities during rental services

The Customer shall during the term of the rental period:

ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Decom Engineering;

take such steps (including compliance with all safety and usage instructions provided by Decom Engineering) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the first day of the rental period (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of Decom Engineering unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall

vest in Decom Engineering immediately on installation;

keep Decom Engineering fully informed of all material matters relating to the Equipment;

permit Decom Engineering or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

maintain operating and maintenance records of the Equipment and make copies of such records readily available to Decom Engineering, together with such additional information as Decom Engineering may reasonably require;

not, without the prior written consent of Decom Engineering, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

not without the prior written consent of Decom Engineering, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Decom Engineering against all losses, costs or expenses incurred as a result of such affixation or removal;

not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Decom Engineering in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that Decom Engineering may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Decom Engineering of any rights such person may have or acquire in the Equipment and a right for Decom Engineering to enter onto such land or building to remove the Equipment;

not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Decom Engineering and the Customer shall at its sole expense use

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its best endeavours to procure an immediate release of the Equipment and shall indemnify Decom Engineering on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

not use the Equipment for any unlawful purpose;

ensure that at all times the Equipment remains identifiable as being Decom Engineering's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment; and

deliver up the Equipment at the end of the rental period identified in the Quotation or on earlier termination of this agreement at such address as Decom Engineering requires, or if necessary, allow Decom Engineering or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.

The Customer acknowledges that Decom Engineering shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents, clients, customers and contractors, and the Customer shall indemnify Decom Engineering in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Decom Engineering arising out of, or in connection with any failure by the Customer to comply with the terms of this clause 5.

6 Sale of Goods

Where the Services are to consist of or include the sale of goods or equipment by Decom Engineering to Customer (for the purposes of this clause 6, referred to as the 'Goods'), the following provisions shall apply to such sale of Goods:

The Goods

The Goods are described in the specification within the Quotation.

Decom Engineering reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement, and Decom Engineering shall notify the Customer in any such event.

the Goods shall conform in all material respects with their description in the Quotation but no warranty is provided by Decom Engineering and all warranties, express or implied are, to the fullest extent permitted by law, excluded from the agreement.

6.2 Delivery

6.2.1 Decom Engineering shall ensure that:

each delivery of the Goods is accompanied by a delivery note that shows the date of the order, 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

if Decom Engineering requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Decom Engineering shall reasonably request.

Decom Engineering shall deliver the Goods to the location set out in the Quotation or such other location as the parties may agree (**Delivery Location**) at any time after Decom Engineering notifies the Customer that the Goods are ready.

Delivery is completed on the completion of unloading / loading of the Goods at the Delivery Location.

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Decom Engineering shall not be liable for any delay in delivery of the Goods that is caused by an event outside Decom Engineering's control or the Customer's failure to provide Decom Engineering with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

If the Customer fails to take/ accept delivery of the Goods within three Business Days of Decom Engineering notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by Decom Engineering's failure to comply with its obligations under this clause in respect of the Goods, Decom Engineering may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

Decom Engineering may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each

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instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Title and risk

The risk in the Goods shall pass to the Customer on completion of delivery.

Title to the Goods shall not pass to the Customer until Decom Engineering receives payment in full (in cash or cleared funds) for the Goods and any other goods that Decom Engineering has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

Until title to the Goods has passed to the Customer, the Customer shall:

store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Decom Engineering's property;

not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and

maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

Change Order

7.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

the Services;

Decom Engineering's existing charges;

the timetable of the Services; and

any of the terms and conditions of the Quotation.

If Decom Engineering wishes to make a change to the Services it shall provide a draft Change Order to the Customer.

If the Customer wishes to make a change to the Services:

it shall notify Decom Engineering and provide as much detail as Decom Engineering reasonably requires of the proposed changes, including the timing of the proposed changes; and

Decom Engineering shall, as soon as reasonably practicable after receiving the information at clause 7.3.1 provide a draft Change Order to the Customer.

Charges and payment

In consideration of the provision of the Services by Decom Engineering, the Customer shall pay the Charges.

The Charges exclude the following which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Decom Engineering engages in connection with the Services; and

the cost to Decom Engineering of any materials or services procured by Decom Engineering from third parties for the provision of the Services as such items and their cost are approved by the Customer in advance from time to time.

Decom Engineering shall invoice the Customer at the end of each month for Services performed during that month.

The Customer shall pay each invoice submitted to it by Decom Engineering within 30 days of receipt to a bank account nominated in writing by Decom Engineering from time to time.

Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Decom Engineering any sum due under this agreement on the due date:

the Customer 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 5.5.1 will accrue each day at 8% a year above the Bank of England's base rate from time to time,

Decom Engineering may suspend all or part of the Services until payment has been made in full.

All sums payable to Decom Engineering under this agreement:

are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

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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).

Intellectual property rights

In relation to the Deliverables:

Decom Engineering and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;

Decom Engineering grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to use the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables; and

the Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause.

In relation to the Customer Materials, the Customer:

and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

grants Decom Engineering a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Services to the Customer.

In relation to Decom Engineering's Equipment, Decom Engineering and its licensors shall retain ownership of all Intellectual Property Rights in Decom Engineering's Equipment.

Data protection

Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

Confidentiality

Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2 .

Each party may disclose the other party's confidential information:

to its employees, officers, representatives, contractors, subcontractors 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 this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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 this agreement.

Limitation of liability

Decom Engineering shall not be liable under this agreement for any:

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/or

indirect or consequential loss.

12.2 All implied terms and conditions as to the quality or performance of the Services are, to the fullest extent permitted by law, excluded from this agreement.

12.3 Notwithstanding any other provision of this agreement, Decom Engineering's total cumulative liability to Customer, whether such liability arises out of contract or at law, shall in no event exceed a maximum amount equal to 50% of the value of the Quotation applicable to the claim, irrespective of the negligence or breach of duty (statutory or otherwise) of Decom Engineering.

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Termination

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

the other party commits a material breach of any term of this agreement 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;

the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

Obligations on termination and survival

Obligations on termination or expiry

On termination or expiry of this agreement:

the Customer shall immediately pay to Decom Engineering all of Decom Engineering's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Decom Engineering may submit an invoice, which shall be payable immediately on receipt;

the Customer shall return all of Decom Engineering's Equipment. If the Customer fails to do so, then Decom Engineering may enter the Customer's premises and take possession of Decom Engineering's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

Decom Engineering shall on request return any of the Customer Materials not used up in the provision of the Services.

Survival

On termination or expiry of this agreement, clauses which by their nature are intended to survive termination or expiration of this agreement shall continue in force.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or 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 agreement which existed at or before the date of termination or expiry.

Force majeure

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

acts of God, flood, drought, earthquake or other natural disaster;

epidemic or pandemic;

terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

collapse of buildings, fire, explosion or accident;

any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

non-performance by suppliers or subcontractors and

interruption or failure of utility service.

If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

The Affected Party shall:

as soon as reasonably practicable after the start of the Force Majeure Event but no later than 3 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

use all reasonable endeavours to mitigate the effect of the

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Force Majeure Event on the performance of its obligations.

If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 21 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 14 days' written notice to the Affected Party.

Assignment and other dealings

This agreement is personal to the Customer and 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 this agreement.

Decom Engineering may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Decom Engineering gives prior written notice of such dealing to the Customer.

Variation

Subject to clause 7 (Change Order), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Governing law

This agreement 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.

Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.