

## APPENDIX 1 – GENERAL TERMS AND CONDITIONS

Terms and Conditions for the Supply of Services and Goods by Aktrion (the "**Conditions**")

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words have the following meanings:-

"Aktrion"	means Aktrion Manufacturing Support Services Limited (Registered No: 3458202) trading as Aktrion Automotive whose registered office is at Pemberton House, Stafford Court, Stafford Park 1, Telford, TF3 3BD;
"Applicable Laws"	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulator, delegated or subordinate legislation or note of any regulator;
"Client"	means the person named as such in the Order Confirmation and in these Conditions person shall be taken to mean an individual, company, corporation, firm or partnership as the case may be;
"Contract"	means the contract between Aktrion and the Client for the provision of Services and/or Goods, as set out in the Order Confirmation and these Conditions;
"Fee(s)"	means the fee to be paid by the Client to Aktrion as defined under Condition 6;
"Goods"	means the ancillary goods (if any) to be supplied as part of the Services (including any part or parts of them);
"Order Confirmation"	means Aktrion's written Authorisation Form / Order Confirmation detailing the Services and Goods, which confirmation shall together with these Conditions form the terms of the agreement between the parties;
"Services"	means the services specified in the Order Confirmation;
"Standard Fee"	means the amount specified in the Order Confirmation;

1.2 In these Conditions references to a gender include every gender and reference to the singular include the plural and vice versa as the context admits or requires.

1.3 The words and phrases "**other**", "**including**" and "**in particular**" shall not limit the generality of any preceding words where a wider construction is possible.

1.4 Headings are for ease of reference only and shall not affect the construction of these Conditions.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

### 2. BASIS OF CONTRACT

2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Client purports to apply (under any purchase order, specification or other document whatsoever and whenever) or which are implied by trade, custom, practice or course of dealing.

2.2 Any variation of these Conditions and any representations about the Services or Goods shall have no effect unless expressly agreed in writing and executed by Aktrion.

- 2.3 Each order for Services and/or Goods by the Client from Aktrion ("**Order**") shall be deemed to be an offer by the Client to purchase Services and Goods subject exclusively to these Conditions.
- 2.4 No Order placed by the Client shall be deemed to be accepted by Aktrion until the earlier of Aktrion issuing an Order Confirmation or providing the Services and/or Goods. Any Order shall be accepted entirely at the discretion of Aktrion.
- 2.5 It is the Client's obligation to ensure that the details in the Order and in any Order Confirmation are complete and accurate.
- 2.6 Any quotation or estimate made by Aktrion is given subject to these Conditions and such quotation or estimate shall not constitute an offer. Quotations are valid for 14 days from the date of issue only.
- 2.7 All descriptive matter, specifications and advertising issued by Aktrion and any descriptions, details or illustrations contained in Aktrion's catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services and Goods described in them and they will not form part of the Contract unless otherwise agreed in writing.
- 2.8 The Client can only cancel an Order (or any part of an Order) that Aktrion has already accepted, with Aktrion's prior agreement in writing and provided that the Client indemnifies Aktrion in full for all costs, expenses and losses thereby incurred by Aktrion, including any set-up and mobilisation costs.

### 3. **PROVISION OF SERVICES AND GOODS**

- 3.1 Aktrion warrants that it shall provide the Services to the Client with reasonable skill and care and in a good and workmanlike manner, except to the extent inconsistent with any express instructions from the Client. Goods supplied by Aktrion will conform in all material respects with their description and (if applicable) with any specification agreed by Aktrion and included in the Order Confirmation.
- 3.2 Where Aktrion is available to perform the Services but is prevented from doing so by reason of a lack of relevant assistance from the Client (including lack of availability of test components or parts from the Client) or the condition of the premises at which the Services are to be provided or the facilities thereat (except where such premises are controlled by Aktrion), then provision of the relevant element of the Services and Goods will be deemed to have been completed and the relevant element of the Fee shall be due and payable at the time Aktrion was so available.
- 3.3 Aktrion shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of the Services.
- 3.4 Aktrion will endeavour to meet any dates and/or times quoted for delivery of the Services and Goods, however, any dates and/or times given are approximate only and the time of delivery is not of the essence of the Contract.
- 3.5 The Client will be deemed to have accepted the Services and Goods as being in accordance with the Contract and shall not be entitled to reject the Services or Goods or hold Aktrion liable for any defect or failure in the Services or Goods, unless:-
- 3.5.1 (in respect of a defect or failure which would have been apparent upon reasonable inspection of the work) the Client notifies Aktrion in writing of the defect or failure during the 14 days following provision of the Services and Goods being completed; or
- 3.5.2 (in respect of a defect or failure which would not be so apparent) the Client notifies Aktrion in writing of the defect or failure during a reasonable time period following the date on which such defect or failure is or should reasonably have been discovered and in any event within the 3 months following provision of the Services and Goods being completed.

### 4. **DELIVERY OF ANY GOODS SUPPLIED BY AKTRION**

- 4.1 Delivery of the Goods shall take place when the Goods are physically delivered to the premises at which the Services are to be provided or when the Goods are deemed to have been delivered pursuant to Condition 4.2.

- 4.2 If the Client fails to take delivery of the Goods within 5 days of being notified that the Goods are ready, then, except where such delay is caused by Aktrion's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.2.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the 6th day following the day on which Aktrion notified the Client that the Goods were ready; and
  - 4.2.2 Aktrion shall store the Goods until actual delivery takes place and may charge the Client for all related costs and expenses.
- 4.3 The Goods shall be at the risk of the Client from the time of delivery.
- 4.4 Full legal, beneficial and equitable title to and property in the Goods shall remain vested in Aktrion (regardless of whether they have been delivered and risk has passed to the Client) until:-
- 4.4.1 payment in full, in cash or cleared funds, for all the Services and Goods has been received by Aktrion; and
  - 4.4.2 all other money payable by the Client to Aktrion under the Contract or any other contract or on any other account has been received by Aktrion.
- 4.5 Until title to the Goods has passed to the Client, the Client shall:
- 4.5.1 hold the Goods on a fiduciary basis as bailee;
  - 4.5.2 store the Goods separately from all other Goods held by the Client; and
  - 4.5.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Aktrion's behalf
- but the Client may use the Goods in its ordinary course of business.
- 4.6 Until title in the Goods passes to the Client in accordance with Condition 4.4, without limitation to any other right or remedy it may have, Aktrion may at any time require the Client to deliver up the Goods and, if the Client fails to do so promptly, Aktrion may enter any premises of the Client or of any third party where the Goods are being stored (with or without vehicles) to recover the Goods.
- 4.7 Aktrion shall be entitled to maintain an action against the Client for the Fee notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Client.

## 5. THE CLIENT'S OBLIGATIONS

- 5.1 The Client shall pay the Fee to Aktrion in accordance with Condition 6.
- 5.2 The Client shall ensure that the terms of any Order are complete and accurate.
- 5.3 The Client shall, on request, provide Aktrion with all such information as Aktrion may require in relation to the Contract including (without limitation):-
- 5.3.1 all such information as Aktrion may reasonably require in relation to the Client's permanent employees in order for Aktrion to identify and calculate any rights of the workers/consultants providing the Services under the Agency Workers Regulations 2010 as amended from time to time (the "**Regulations**") including, basic pay and overtime, bonuses and commission, duration of working time, night work, rest periods, annual leave and paid time off for ante natal appointments which the Client would have offered the relevant worker/consultant if the relevant worker/consultant had been recruited directly by the Client (the "**Basic Conditions**");
  - 5.3.2 details of any changes to the Basic Conditions throughout the term of the Contract.

- 5.4 The Client agrees to notify Aktrion of the information detailed in Conditions 5.3.1 and 5.3.2 in good time before the commencement of the Services and without delay during the term of the Contract.
- 5.5 The Client shall be responsible for ensuring that any workers/consultants providing the Services obtain all rights afforded to them under the Regulations, including without limitation:-
- 5.5.1 access to facilities provided by the Client which are available to the Client's permanent facilities (such as canteen, crèche, transport services, toilet/shower facilities, staff room, prayer room and car parking); and
  - 5.5.2 without prejudice to Condition 12, the same information about permanent job vacancies within the Client that the Client would give to its own permanent employees during the period of the provision of the Services.
- 5.6 The Client shall provide Aktrion (including its employees, agents and sub-contractors) with all such assistance, information, materials and rights of access to premises, property, facilities and information as Aktrion may require in relation to the Contract.
- 5.7 Where Aktrion is to perform the Services at premises other than premises controlled by Aktrion, the Client shall procure:-
- 5.7.1 that the premises are prepared for the supply of the Services;
  - 5.7.2 safe access to the premises;
  - 5.7.3 that all necessary licences, permissions and consents which are required for the Services are obtained before the date on which the Services are to start and are maintained throughout the period in which the Services are provided;
  - 5.7.4 the provision of safe working conditions that are to Aktrion's reasonable satisfaction; and
  - 5.7.5 the provision of adequate power, lighting, heating and other facilities or supplies for Aktrion's employees agents or sub-contractors in accordance with the demands of any applicable legislation including the Health & Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999) and/or as Aktrion may reasonably require.
- 5.8 Where the Client is in breach of its obligations under Condition 5.7, Aktrion shall, without prejudice to its other rights under the Contract, be entitled on notice to the Client to immediately suspend its performance of the Contract including suspending provision of the Services and Goods.
- 5.9 The Client shall take all necessary precautions to prevent the exposure of Aktrion's employees, agents or sub-contractors to any unreasonable risk, hazard or danger.
- 5.10 The Client shall indemnify Aktrion in full and on demand and keep Aktrion so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including economic loss and loss of profit and legal and other professional adviser's fees) and any consequential loss made against or incurred or suffered by Aktrion resulting directly or indirectly from:-
- 5.10.1 any breach by the Client of its obligations under the Contract;
  - 5.10.2 the death or injury of any of Aktrion's employees, agents or sub-contractors who are involved in the provision of the Services and/or Goods, where such death or injury occurs at premises other than premises controlled by Aktrion;
  - 5.10.3 any failure by the Client to afford the workers/consultants providing the Services equal working conditions as required by the Regulations and/or the Contract; and
  - 5.10.4 the Client engaging (or instructing Aktrion to engage) in any anti-avoidance measures prohibited by the Regulations.

5.11 The Client shall maintain in force (with a reputable insurer) for the period of the Contract and for 6 years thereafter such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract, including insurance in respect of the Parts (wherever these may be) and in respect of Aktrion's employees, agents and sub-contractors whilst they are at premises controlled by the Client.

## 6. PAYMENT TERMS

6.1 The Client shall pay to Aktrion:-

6.1.1 the Standard Fee from the time of arrival to the time of departure;

6.1.2 the Standard Fee plus an additional thirty three and one third percent (33 $\frac{1}{3}$ %) of the Standard Fee for the hours normally worked as nightshift on the Client's premises or elsewhere on behalf of the Client between Monday and Friday inclusive (default 22:00 hours to 06:00 hours),

in all cases the following labour overtime rates will apply:-

(a) Saturdays (all hours) = Basic + 50%.

(b) Sundays and Bank Holidays (all hours) = Basic + 100%.

(c) Travel Fee per mile, for the mileage travelled by each employee to and from the place of work (if applicable).

(d) Agreed additional expenses required in performance of the Services.

(e) Work carried out at any of Aktrion regional premises will be subject to an additional charge.

(f) Any variations to overtime premiums must be agreed by Aktrion in writing prior to the commencement of the contract.

(g) A minimum charge of 4 hours shall apply to all work (in addition any breaks shall be charged in accordance with the Working Time Regulations).

6.1.3 Such additional fees shall be agreed between Aktrion and the Client before the commencement of the Services.

6.2 Aktrion shall be entitled to invoice the Client for the Services and/or Goods periodically.

6.3 Payment of the Fee is due 30 days after the earlier of the date on which provision of the Services and/or Goods is completed or the date on which an invoice regarding the Fee is issued.

6.4 No payment shall be deemed to have been received until Aktrion has received cleared funds.

6.5 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Aktrion to the Client.

6.6 If payments received from the Client are not stated to refer to a particular invoice, Aktrion may apply such payment to any outstanding invoice addressed to the Client from Aktrion.

6.7 The Fee shall be exclusive of any value added tax or other similar taxes or levies. All such taxes are payable by the Client upon receipt of a valid VAT invoice and will be applied in accordance with UK legislation in force at the tax point date.

6.8 Aktrion reserves the right to increase the Standard Fee subject to statutory requirements, including without limitation, any equal rights under the Regulations, by giving 14 days notice of such changes.

- 6.9 If any sum due from the Client to Aktrion under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Client to Aktrion shall become due and payable immediately and, without prejudice to any other right or remedy available to Aktrion, Aktrion shall be entitled to:-
- 6.9.1 cancel or suspend its performance of the Contract or any Order including suspending provision of the Services and Goods until arrangements as to payment or credit have been established which are satisfactory to Aktrion;
  - 6.9.2 apply any payment made by the Client to such of the Services or Goods (or any other services or goods supplied under any other contract between the Client and Aktrion) as Aktrion may think fit;
  - 6.9.3 charge the Client:-
    - (a) interest calculated on a daily basis on all overdue amounts (both before and after judgement) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of HSBC Bank. prevailing from time to time until payment is made in full; and
    - (b) for all costs incurred by Aktrion in obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recover procedure.
- 6.10 If, during the term of the Order, Aktrion increases its staff's pay strictly in accordance with any mandatory changes in Applicable Laws (including, but not limited to, national minimum wage, national insurance etc.), Aktrion shall be entitled to increase the Fees to reflect any increased costs it incurs as a result.

## **7. WARRANTY OF QUALITY OF SERVICES AND GOODS**

- 7.1 If the Client establishes to Aktrion's reasonable satisfaction that the Services and/or Goods have not been provided in accordance with the Contract and in particular Condition 3.1, then Aktrion shall at its option within a reasonable time and as an entire discharge of its liability under this warranty:-
- 7.1.1 repair or make good such defect or failure in the provision of the Goods free of charge to the Client; or
  - 7.1.2 re-perform the provision of Services free of Charge to the Client; or
  - 7.1.3 issue a credit note to the Client in respect of the whole or part of the Contract price of such Services and/or Goods as appropriate having taken back any Goods as appropriate.
- 7.2 Condition 7.1 shall not apply unless the Client:-
- 7.2.1 notifies Aktrion within 14 days of when the Client discovers or ought to have discovered the defect or failure and in any event within 3 months of the provision of the Services and Goods being completed; and
  - 7.2.2 affords Aktrion a reasonable opportunity to inspect the location at which the provision of Services and Goods took place and promptly provides Aktrion with a sample of the materials relating to the Services for inspection, examination and testing and/or otherwise permits Aktrion such access as it may reasonably require to assess the Client's assertion.
- 7.3 If Aktrion elects to repair, make good or re-perform the provisions of Services and Goods pursuant to Conditions 7.1.1 or 7.1.2, Aktrion shall (at its own option) do so either at the same premises as it was originally required to provide the Services and Goods or at its own premises. The legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Client) re-vest in Aktrion. The Client shall make any arrangements as may be necessary to deliver up to Aktrion any defective Goods that are to be replaced or the Parts relating to the previously performed Services.

- 7.4 Aktrion shall be under no liability under Condition 7.1 above:-
- 7.4.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence, the act or omission of a third party or of the Client, abnormal working conditions, failure to follow Aktrion's instructions (whether oral or in writing), misuse or alteration or repair of the materials relating to the previously performed Services or the Goods without Aktrion's approval;
  - 7.4.2 if the Fee in respect of the relevant Services and Goods has not been paid by the due date for payment;
  - 7.4.3 for any Services and/or Goods provided in accordance with specifications, instructions or recommendation issued by the Client; or
  - 7.4.4 if the Client makes any further use of the materials relating to the previously performed Services or the Goods after giving notice in accordance with Condition 7.2.1.
- 7.5 These Conditions shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.
- 7.6 This Condition 7 sets out the Client's exclusive remedy for failure by Aktrion to provide the Services and/or Goods in accordance with Condition 3.1.
8. **EXCLUSION AND LIMITATION OF LIABILITY**
- 8.1 Without prejudice to Condition 7.6, this Condition 8 sets out the entire liability of Aktrion in respect of:
- 8.1.1 any breach of the Contract however arising;
  - 8.1.2 any use made by the Client of the Services, the Goods or any part of them; and
  - 8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 8.2 Nothing in these Conditions shall exclude or limit Aktrion's liability for death or personal injury caused by Aktrion's negligence or for fraudulent misrepresentation.
- 8.3 Aktrion shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:
- 8.3.1 loss of profits (actual or anticipated);
  - 8.3.2 loss of anticipated savings;
  - 8.3.3 loss of business;
  - 8.3.4 losses, costs or expenses connected with product recalls;
  - 8.3.5 damage to goodwill and/or reputation;
  - 8.3.6 loss of data;
  - 8.3.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses,
- in each case whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise.

- 8.4 Subject to Conditions 8.2, 8.3, 8.5, 8.6 and 8.7, the total aggregate liability of Aktrion arising out of, or in connection with the performance, non-performance or contemplated performance of the Contract shall in no event exceed an amount equal to 150% of the Fees (exclusive of VAT) paid or payable (or which would be payable but for the event which gave rise to the liability taking place) by the Client under the Contract.
- 8.5 Subject to Condition 8.2 and notwithstanding Condition 8.4, the total aggregate liability of Aktrion arising out of, or in connection with the performance, non-performance or contemplated performance of the Contract whether shall as an absolute maximum in no event exceed £50,000.
- 8.6 Where there is a series of connected contracts between Aktrion and the Client relating to the provision of services the same as or materially similar to the Services ("**Related Contracts**") the total aggregate liability of Aktrion arising out of, or in connection with the performance, non-performance or contemplated performance of the Contract shall in no event exceed an amount which, when aggregated with Aktrion's liability under the Related Contracts, exceeds £50,000.
- 8.7 Subject to Condition 8.2, the total aggregate liability of Aktrion in any one year arising out of, or in connection with the performance, non-performance or contemplated performance of this or any other contract with the Client shall in no event exceed an amount equal to £75,000.
- 8.8 The Fee has been calculated on the basis that Aktrion will exclude and limit its liability as set out in these Conditions and the Client, by placing an Order, accepts such limitation and exclusion and agrees that it will insure against or bear itself any loss for which Aktrion has excluded or limited its liability in these Conditions and Aktrion shall have no further liability to the Client.

## 9. **SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS**

- 9.1 The Client shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of Aktrion.
- 9.2 Aktrion may assign, charge, subcontract or transfer the Contract or any part of it to any person.
- 9.3 A person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or subcontractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of Aktrion and the Client.

## 10. **FORCE MAJEURE**

- 10.1 Aktrion shall not be in breach of the Contract or otherwise liable to the Client for any delay in performance or non-performance of any of its obligations, where such delay or non-performance is due to circumstances beyond its reasonable control, including acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplied of adequate or suitable materials provided that, if the event such circumstances continue for a continuous period of three months or more, either party shall be entitled to give notice in writing to the other to terminate the Contract.

## 11. **TERMINATION**

- 11.1 Aktrion may, by notice in writing to the Client, (without prejudice to any other rights or remedies it may have against the Client) immediately suspend further performance of the Contract or terminate the Contract without liability to Aktrion if:-
- 11.1.1 the Client commits a material breach of any of its obligations under the Contract which is incapable of remedy; or
  - 11.1.2 the Client fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract, where Aktrion has requested in writing that the Client remedy or desist from such breach and the Client has not done so during the 14 days following such request; or



- 11.1.3 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; or
  - 11.1.4 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; or
  - 11.1.5 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; or
  - 11.1.6 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; or
  - 11.1.7 the holder of a qualifying floating charge over the assets of the Client (being a company) has become entitled to appoint or has appointed an administrative receiver; or
  - 11.1.8 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 the Client's assets and such attachment or process is not discharged within 14 days; or
  - 11.1.9 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 11.1.3 to 11.1.8; or
  - 11.1.10 the Client ceases, or threatens to cease, to carry on business; or
  - 11.1.11 Aktrion reasonably believes that any of the events specified in Conditions 11.1.1 to 11.1.10 above is about to occur.
- 11.2 The termination or suspension of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination or suspension.
- 11.3 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
12. **NON-SOLICITATION**
- 12.1 The Client agrees that for the term of the Contract and for the period of six months following expiry or termination of the Contract, it shall not without the prior written consent of Aktrion directly or indirectly:-
- 12.1.1 make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any person who was employed by Aktrion at any time during the period of the Contract; or
  - 12.1.2 solicit or attempt to solicit services from any such person on their own account.
- 12.2 Where the Client does, with prior written consent of Aktrion, engage a person who was employed by Aktrion at any time during the period of the Contract during the six months following expiry or termination of the Contract, the Client shall pay Aktrion a sum equal to percentage of that person's gross annual salary (based on his/her final Aktrion wage) on the following basis: up to £19,000: 20%, up to £29,000: 25% and over £29,000: 30%.
13. **TUPE**
- 13.1 The Client will indemnify Aktrion against all demands, proceedings, damages, losses, court or tribunal awards, costs and expenses (including without limitation legal and other professional expenses) and including any claim for breach of contract, sex, race or disability discrimination, equal

pay, redundancy, unfair dismissal, wrongful dismissal or failure to inform or consult pursuant to the Employment Rights Act 1996, incurred by Aktrion and arising directly or indirectly from or in connection with:-

13.1.1 the employment or termination of employment of any person involved in provision of the Services (or similar services) prior to the commencement of the Contract, either before or after the commencement of the Contract;

13.1.2 the transfer of any liability to Aktrion pursuant to the Transfer of Undertaking (Protection of Employment) Regulations 2006 ("**TUPE**") arising out of or in connection with the commencement of the Contract.

#### 14. **NOTICES**

14.1 All notices between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by e-mail / facsimile transmission:-

14.1.1 (in case of notices to Aktrion) to its registered office or such other address as shall be notified to the Client by Aktrion in accordance with this Condition 14; or

14.1.2 (in the case of notices to the Client) to the registered office of the Client (if it is a company) or (in any other case) to the address to which the Order Confirmation was sent or such other address as shall be notified to Aktrion by the Client in accordance with this Condition 14.

14.2 Notices shall be deemed to have been received:-

14.2.1 if sent by a pre-paid first class post, two days after posting (exclusive of the day of posting);

14.2.2 if delivered by hand, on the day of delivery or if that is not a usual business day, the first usual business day after delivery;

14.2.3 if sent by e-mail / facsimile transmission, at 10:00 am local time on the first usual business day in the country of receipt following despatch, subject to being able to show that the notice was sent to the correct telephone number.

#### 15. **GENERAL**

15.1 Any intellectual property rights (including, without limitation, patents, designs, trade marks and service marks, copyright and any applications for them and trade names existing anywhere in the world and in each case whether registered or unregistered) arising out of or in connection with the performance of the Contract or otherwise in the provision of the Services and Goods shall remain Aktrion's property. Nothing in the Contract shall be deemed to give the Client a licence or any other right to use any of the intellectual property rights of Aktrion.

15.2 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

15.3 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.5 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 15.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 15.7 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Contract.
- 15.8 Both Aktrion and the Client shall each keep confidential and shall not, without prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract, the existence or basis of any disputes or any other confidential or sensitive information of the other party (unless required to do so by law).
16. **DISPUTE RESOLUTION**
- 16.1 If any dispute arises between the parties in connection with or under the Contract, either party may give to the other party written notice setting out the material particulars of the dispute. A senior executive officer from each of the parties shall meet personally at such place to be agreed between the parties within 10 business days of the receipt of such notice by the relevant party and endeavour to resolve the dispute through good faith negotiations within a further 10 business days.
- 16.2 If the dispute is not resolved through negotiations in accordance with Condition 16.1 the parties may at their election attempt in good faith to resolve the dispute through an Alternative Dispute Resolution procedure as recommended to the parties by the Centre for Effective Dispute Resolution, Exchange Tower, London.
- 16.3 If the dispute is not resolved in accordance with Condition 16.1 and the parties cannot agree to resolve the dispute in accordance with Condition 16.2, the parties may seek to recourse to the courts in accordance with Condition 17.
- 16.4 Nothing in this Condition 16 shall prevent either party from seeking interim relief from the Court.
17. **LAW AND JURISDICTION**
- 17.1 This Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and be construed in all respects in accordance with English law.
- 17.2 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

QD008, Issue 11, June 2018.