Bohr Group Limited Terms and Conditions

These Terms and Conditions ("**Conditions**") apply to all orders for the provision of Services that the Customer places with Bohr Group Limited (company number: 16579657) and any of its Subsidiaries (together, "**Bohr**"). The Contract sets out all the terms relating to Bohr supplying Services to the Customer. By signing the Contract, agreeing a Proposal and/or allowing Bohr to commence the Services, the Customer acknowledges and agrees that it shall be bound by these Conditions.

1. DEFINITIONS AND INTERPRETATION

In these Conditions: "**Bohr**" means Bohr Group Limited (company number 16579657) and any of its Subsidiaries from time to time. "**Bohr's Personnel**" means any employees, agents, sub-contractors or consultants engaged by Bohr to provide the Services; "**Contract**" means an agreement between Bohr and the Customer for the provision of Services that incorporates these Conditions and one or more of the Proposal, the Specification and/or an Order Acknowledgment; "**Customer**" means the person to whom Bohr is to provide the Services pursuant to a Contract, as detailed on the Proposal, Specification and/or Acknowledgement; "**Customer's Personnel**" means any employees, agents, sub-contractors or consultants engaged by the Customer; "**Equipment**" means the Customer's equipment and machinery as detailed on the Proposal in respect of which Bohr will provide the Goods and/or Services "**Goods**" means any goods, parts, consumables, equipment or other deliverables to be supplied by Bohr to the Customer as part of the supply of Goods and/or the Services; "**Intellectual Property Rights**" means patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trademarks and service marks, copyrights, know-how, rights in designs and inventions, rights in databases and any other rights of the same or similar effect or nature, in each case in any jurisdiction; "**Maintenance Services**" means the maintenance services to be provided by Bohr in respect of the Equipment, as detailed on the Proposal; "**Order Acknowledgement**" means a confirmation document submitted by Bohr acknowledging and accepting an order for the provision of Services; "**Project**" means the project, detailed in the Proposal, in relation to which Bohr will provide the Services; "**Price**" means the charges payable by the Customer for the Services (including any Goods) as set out in the Proposal and/or Order Acknowledgement and as adjusted in accordance with Clause 6; "**Proposal**" means the document marked as such, setting out description of the Services to be provided by Bohr, and the Price, which shall comprise the final and agreed proposal or quotation submitted by Bohr and forms an offer that can be accepted by the Customer thereby forming a Contract; "**Services**" means the services which Bohr is to supply to the Customer as detailed in the Proposal and Specification, which may include a Project and/or Maintenance Services, and may also include the supply of Goods; "**Site**" means the Customer's premises where the Services are to be carried out, as detailed in the Proposal; "**Specification**" means the specification in respect of a Project (if applicable) which details the needs and requirements of the Customer in relation to that Project, as agreed between the parties; "**Subsidiary**" means, in relation to any company, a subsidiary of that company as defined in section 1159 of the Companies Act 2006 and any subsidiary undertaking as defined in section 1162 of the Companies Act 2006; "**Working Days**" means any day other than Saturday, Sunday or public holidays in England; "**VAT**" means value added tax at the rate prevailing at the time of the relevant supply, charged within the provisions of the Value Added Tax Act 1994.

1.1. In these Conditions:

1.1.1. headings are for identification and indexing purposes only and do not affect the construction or interpretation of these Conditions;

1.1.2. words importing the singular meaning shall include the plural meaning and vice versa;

1.1.3. references to a "**person**" shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns;

1.1.4. references to a "**party**" means either Bohr or the Customer as the context requires and "**parties**" shall mean both of them;

1.1.5. reference to a "clause" means a Clause or these Conditions; and

1.1.6. the word "**including**" will be construed without limitation unless inconsistent with the context

2. APPLICATION

2.1. These Conditions shall govern and be incorporated in every Contract for the provision of Services made by or on behalf of Bohr. They shall apply in place of and prevail over any terms or conditions contained or referred to in any documentation submitted by the Customer, in correspondence or elsewhere, or implied by trade custom, practice or course of dealing. Any purchase order submitted by the Customer will not be deemed to have been accepted by Bohr unless and until Bohr issues an Order Acknowledgement.

2.2. Acceptance by the Customer of the provision of the Services shall be deemed to constitute unqualified acceptance of these Conditions.

2.3. Any variation of these Conditions, or the Contract, is valid only if it is in writing and signed by a director of Bohr.

2.4. Any specific terms agreed between the parties and set out in the Proposal shall prevail over the terms in these Conditions.

3. PROVISION OF SERVICES & SUPPLY OF GOODS

3.1. The Services will begin on or around the date for provision of the Services as detailed in the Proposal, or such other date as agreed between the parties.

3.2. Bohr will provide the Services to the Customer in accordance with the Proposal, the Specification and/or the Order Acknowledgement. The Customer shall ensure that the terms of any applicable Proposal and/or Specification are complete, accurate and suitable for its own requirements.

3.3. Whilst Bohr will use reasonable endeavours to meet any dates or timescale set out in the Proposal or as agreed between the parties, such dates are approximate only, and time of performance is not of the essence of any Contract.

3.4. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Bohr which is not set out in the Contract.

3.5. The risk in any Goods shall pass to the Customer upon delivery to the Site. The title to the Goods shall not pass to the Customer until Bohr receives payment in full for the Goods and Services. If before title to Goods passes to the Customer, the Customer becomes subject to any of the events listed in 10.2.2, then, without limiting any other right or remedy it may have Bohr may: (a) require the Customer to deliver up all Goods in its possession; and/or (b) enter the Site or other premises where the Goods are stored in order to recover them.

4. CUSTOMER'S OBLIGATIONS

4.1. To enable Bohr to perform its obligations under the Contract, the Customer shall (and where applicable, shall procure that the Customer's Personnel shall):

4.1.1. co-operate fully with Bohr and provide Bohr and Bohr's Personnel with any information that it reasonably requires;

4.1.2. provide Bohr and Bohr's Personnel with access to the Equipment and the Site (including such facilities on Site as are reasonably required by Bohr and Bohr's Personnel);

4.1.3. provide Bohr and Bohr's Personnel with copies of any health and safety, security or other policies and procedures with which Bohr and Bohr's Personnel are requested to comply with whilst on Site;

4.1.4. be fully responsible for the Customer's Personnel whilst on Site and shall ensure that the Customer's Personnel do not do anything which may delay or prevent Bohr from carrying out the Services;

4.1.5. obtain all necessary licences, permissions and consents which may be required before commencement of the Services;

4.1.6. keep all Equipment and other Bohr property at the Site safely and at its own risk; and

4.1.7. notify Bohr as soon as possible in respect of any issues which may prevent or cause a delay to Bohr's performance of the Services.

4.2. If Bohr's performance of the Services or its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's Personnel (including any breach of its obligations under Clause 4.1, any delay in granting access to the Site or Equipment, any failure to have met any preparation obligations or any delay to the timetable of a Project not caused by Bohr) Bohr shall not be liable for any costs, charges, losses or other liability sustained or incurred by the Customer arising directly or indirectly from such prevention or delay, and Bohr shall be entitled to recover from the Customer any costs or expenses of whatever nature incurred by Bohr as a result of any prevention or delay.

4.3. The Customer is responsible for ensuring that any use of the words "accreditation", "accredited", "accrediting" or similar terms in its business name or marketing materials complies with applicable company-naming and trading regulations and does not in any way imply approval by UKAS, Bohr or any government department.

4.4. The Customer shall not engage in any conduct, or permit any statement, that could reasonably be expected to:

4.4.1. misrepresent the nature or scope of services provided by Bohr;

4.4.2. mislead any person regarding the Customer's certification or Bohr's accreditation; or

4.4.3. bring Bohr, UKAS, any scheme owner or accreditation into disrepute.

4.5. Without prejudice to any other rights or remedies, Bohr may suspend or terminate services, and require corrective actions, where it reasonably believes this clause 4 has been breached.

5. CHANGES TO THE SERVICES

5.1. During the provision of the Services Bohr may recommend and/or the Customer may request changes or additions to the Services. Any changes or additions to the Services (and the Price and/or terms and conditions) will be agreed in writing between the parties and signed by a Director of Bohr and the Customer, such agreement not to be unreasonably withheld or delayed. Bohr shall advise the Customer of any change to the Price and the timescale for the provision of the Services that apply to such changed or additional Services, and any other terms and conditions communicated by Bohr to the Customer particular to the provision of such changed or additional Services. If these are agreed in accordance with this Clause 5.1, the additional services shall be deemed to be included in the definition of Services and provided in all other respects on these Conditions.

5.2. Bohr may make any changes to the Services from time to time: (i) where needed to comply with applicable law or safety requirements; and/or (ii) which do not materially affect the nature or quality of the Services.

6. PRICE AND PAYMENT TERMS

6.1. The Price for the provision of Services shall be the Price set out in the Proposal or Order Acknowledgement and shall be subject to adjustment in accordance with Clause 6.3. (Price). Unless otherwise specified, VAT and any other tax, duty or levy shall be payable by the Customer in addition to the Price.

6.2. Subject to Clause 5, Bohr shall be entitled to charge the Customer for any charges outside the Price stated on the Proposal, in respect of any: (i) Goods and/or services additional to those set out in the Proposal; (ii) Goods which are supplied as a result of the Maintenance Services (for example parts or consumables required to maintain the Equipment); and (iii) Services which have been based on assumptions set out in the Proposal, or otherwise agreed with the Customer, or based on information provided by the Customer (for example, the condition of the Equipment), which are not correct ("**Additional Charges**"). Additional Charges for Services will be based on Bohr's standard rates as published in the Proposal.

6.3. Bohr may at any time prior to the provision of the Services review, and if necessary adjust, its Prices to take account of any increase or decrease to its costs in providing the Services or supplying the Goods. Where the Price includes the re-charge of Goods which Bohr sources from a third party supplier, the Customer shall bear the cost of any increase to the same between the date of the Proposal and the date when Bohr actually pays the third party for such Goods.

6.4. Bohr may revise its Price for Maintenance Services every 12 months or such other period as set out on the Proposal.

6.5. The Customer shall be liable for the travel, accommodation, sustenance and other reasonable expenses of Bohr's Personnel in the provision of the Services ("**Expenses**").

6.6. Bohr shall be entitled to invoice the Customer for all amounts due under the Contract on or at any time after it has commenced the Services or at such intervals as set out in the Proposal. Payment of the Price for the Services and reimbursement of expenses shall be made in pounds sterling in full without deduction or set-off within 30 days of the date of Bohr's invoice or as otherwise set out in the Proposal. Time of payment is of the essence of the Contract. No payment shall be deemed received until Bohr has received cleared funds.

6.7. In the event that the Customer fails to pay any amount due to Bohr by the due date for payment Bohr may: (a) suspend provision of the Services to the Customer until such time as payment is made; and/or (b) to claim interest at the rate of five per cent. (5%) above the base lending rate from time to time of The Bank of England accruing daily from the due date until receipt by Bohr of the full amount.

7. ACCREDITATION SERVICES & SCOPE

7.1. Bohr is accredited by the United Kingdom Accreditation Service ("UKAS") only for the activities and locations described in its current UKAS Schedule of Accreditation.

7.2. Any reference to accreditation in proposals, reports or certificates relates solely to those activities within the scope of that Schedule and shall not be construed as approval, certification or endorsement by UKAS or any government department of any product, service or organisation.

7.3. Bohr may amend, suspend or withdraw accredited services where required by UKAS or applicable standards where

7.3.1. the Customer fails to comply with this Contract, applicable standards or scheme rules;

7.3.2. required by UKAS, a scheme owner or a regulatory authority; or

7.3.3. the Customer requests withdrawal.

In such circumstances, Bohr will use reasonable endeavours to notify affected Customers without undue delay.

8. WARRANTY AND LIABILITY

8.1. Bohr warrants that the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill and in accordance with the Proposal provided that:

8.1.1. Bohr shall be under no liability in respect of any defective workmanship in.or as a result of any drawing, design, specification or materials supplied by the Customer or the Customer's Personnel;

8.1.2. Bohr shall be under no liability in respect of:

- 8.1.2.1. any defective workmanship arising from fair wear and tear, wilful damage or negligence caused by the Customer, Customer's Personnel, or persons using the Equipment,
- 8.1.2.2. abnormal working conditions, incorrect storage,
- 8.1.2.3. failure to follow Bohr's instructions (whether oral or in writing),
- 8.1.2.4. failure to comply with the operating instructions of the Equipment (whether provided by Bohn or the manufacturer of the Equipment or both),
- 8.1.2.5. misuse or alteration or repair of the Equipment without Bohr's approval;

8.1.3. Bohr shall be under no liability if any defective workmanship is caused by the Customer's Personnel or by Bohr's Personnel where they are acting under specific instructions of the Customer's Personnel;

8.1.4. Bohr shall be under no liability should the installation be delayed.

8.1.5. Bohr shall be under no liability if the total Price of the Services has not been paid by the due date for payment;
8.1.6. Bohr shall be under no liability unless the Customer notifies Bohr of any defect within five days of the provision of the Services or if the defect would have been apparent on reasonable inspection, within five days of discovering the defect; or
8.1.7. Any defects in Goods not manufactured by Bohr which will be limited to the manufacturer's warranty for that product.
8.2. The warranty set out in 8.1will be valid for the shorter of:
8.2.1. the warranty period set out in the Proposal; or
8.2.2. if no warranty period is set out in the Proposal, for 12 months.
8.3. In the event of a valid claim by the Customer under 8.1, the Customer's remedy will be limited to, at Bohr's option:
8.3.1. re-performance the Services (or part thereof) at no extra cost; or
8.3.2. Refund of the part of the Price applicable to the defective part of the Services and/or the Goods, as applicable.
8.4. Subject to Clause 8.3, Bohr's total liability to the Customer under a Contract whether for negligence, breach of contract, breach of statutory duty, misrepresentation, restitution or otherwise shall in be limited to the Price of the Services to be provided under that Contract.
8.5. Other than as expressed in these Conditions, all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods (save for the conditions implied by Section 12 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982) are excluded from the Contract to the fullest extent permitted by law.
8.6. Nothing in these Conditions excludes or limits Bohr's liability: (i) for death or personal injury caused by Bohr's negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any matter which it would be illegal for Bohr to exclude or attempt to exclude its liability.
8.7. Subject to 8.6, Bohr is not liable for: (i) any indirect, special or consequential liabilities; (ii) any pure economic loss; (iii) any loss of anticipated profits, revenue or anticipated savings (iv) any loss of goodwill or reputation; or (v) any loss of management time, howsoever caused.

9. FORCE MAJEURE

If Bohr is prevented, hindered or delayed from or in providing the Services by an event which is beyond Bohr's reasonable control including acts of terrorism, insurrection, riots, civil unrest and military action, the exercise of emergency powers by any local, regional or national governmental authority, fire, flood, earthquake, storm and other natural disasters, industrial action, strikes and lock-outs, blockage or embargo or the failure or delay of supplies of power, fuel, transport, equipment, telecommunications systems, Internet or other goods and/or services (including any third party materials) (a "**Force Majeure Event**") Bohr may, at its option: (a) suspend the provision of the Services while the Force Majeure Event continues; (b) if Bohr has insufficient capacity and/or resources to meet its commitments, apportion available capacity and/or resources between its customers as it decides; or (c) where the Force Majeure Event exceeds Three months, terminate any Contract so affected with immediate effect by written notice to the Customer, and Bohr will not be liable for any loss or damage suffered by the Customer as a result.

10. TERM AND TERMINATION

10.1. The Contract shall continue (unless terminated earlier in accordance with Clause 9 or 10.2):
10.1.1. in respect of any Project, until completion of the Project; and
10.1.2. in respect of Maintenance Services, for the initial period set out in the Proposal ("**Initial Period**"), or if no Initial Period is set out in the Proposal, for a period of 12 months, and shall continue thereafter until either party gives to the other no less than three months' notice, such notice to expire no earlier than the end of the Initial Period.
10.2. Bohr may, at its discretion, terminate a Contract with immediate effect at any time by notice to the Customer if the Customer:
10.2.1. is in material breach of an obligation under a Contract (including any failure to pay any sum by the due date) and, if the breach is capable of remedy; and
10.2.2. is unable to pay its debts when they fall due, ceases or threatens to cease to carry on business, suffers any event which could be reasonably considered to indicate that it is insolvent or may become so including, insolvent liquidation, declaration of bankruptcy, presentation of a bankruptcy or a winding up petition, appointment of or notice of intent to appoint an administrator, receiver or similar over any of its assets or undertaking, or the Customer suffers any analogous event in any jurisdiction in which it is incorporated or resident.
10.3. Upon the expiry or termination of this Contract for any reason:
10.3.1. Any sums owed by the Customer to Bohr shall immediately become payable. Bohr will invoice the Customer for any Services provided (including any Goods delivered to the Customer or ordered by Bohr for supply to the Customer) as at the date of termination or expiry and the Customer shall pay such invoices and any other outstanding invoice within 10 days of the date of expiry or termination;
10.3.2. Bohr shall be entitled to access the Site to remove any of its plant, equipment or other property on the site and shall be entitled to seize any Goods for which it has not received payment; and
10.3.3. Each party shall within five working days from receipt of a request by the other party return to the other party all original and copy documentation containing Confidential Information of the other party.
10.4. Termination of this Contract shall be without prejudice to the accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under this Contract. Without prejudice to that generality, the provisions of Clauses 1, 3.4, 4.3 to 4.5, 6, 7, 8, 10.3, 11, 12, 13, 14 and 15 shall survive the termination of this Contract for any reason, or the expiry of this Contract.

11. CONFIDENTIAL INFORMATION

Each party (the Receiving Party) shall treat any Confidential Information relating to the other party (the Disclosing Party) as strictly confidential except to the extent that such Confidential Information can be proved to be within the public domain at the time of disclosure other than as a result of any breach of these Conditions. The Receiving Party shall not disclose such Confidential Information to any third party nor use it for any purpose except as is strictly necessary for the performance of its obligations under the Contract. For the purpose of these Conditions, Confidential Information means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by the Disclosing Party to the Receiving Party or otherwise acquired by the Receiving Party in connection with a Contract or its subject matter whether before or after the commencement of the Contract including information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets and other Intellectual Property Rights, market opportunities, business affairs, financial information and other confidential information.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. All right, title and interest in and to any Intellectual Property Rights created by or on behalf of Bohr during the provision of the Services and all renewals and extensions thereof shall be the property of and vest in Bohr (unless otherwise agreed in writing), and the Customer assigns, including by way of present assignment of future rights, such Intellectual Property Rights to Bohr with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights. The Customer waives any moral rights in relation to the Intellectual Property Rights.
12.2. All right, title and interest in and to any Intellectual Property Rights owned by or licensed to a party prior to the Contract is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use such Intellectual Property Rights has derived).

13. NOTICES

A notice under or in connection with a Contract shall be in writing and shall be delivered personally or sent by recorded or registered delivery post or sent by email to the other party at its last known address or email address. A notice may be provided by email but must be followed-up and confirmed by another method of service served on the same day or the next working day in accordance with one of the other methods. In the absence of evidence of earlier receipt, service of a notice is deemed to have been effected: (a) if delivered personally, when left at the address referred to in this Clause 13.; (b) if sent by Special Delivery 9.00am next day post, by 9.00 am the next day; (c) if sent by pre-paid first class post or 24 Signed For, on the second working day after posting it; or (d) if sent by email at the time of its transmission or if the time of transmission is outside 9.00am on a working day, at 9.00 am on the next working day subject to receipt of confirmation by another service method.

14. NON-SOLICITATION

The Customer shall not, without the prior written consent of Bohr, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from Bohr or employ (or attempt to employ) any person who is, or has been, engaged as part of Bohr's Personnel.

15. GENERAL

15.1. Bohr may at its discretion sub-contract any of its obligations under this Contract to any member of its Group or third party without the need to consult with or obtain approval from the Customer (and for the purposes of this Condition "Group" shall mean Bohr's parent undertakings and each of its subsidiary undertakings and each of its parent undertakings' subsidiary undertakings from time to time (and for the purposes of this definition "parent undertaking" and "subsidiary undertaking" shall take the meanings set out in section 1162 of the Companies Act 2006).

15.2. Unless otherwise stated in these Conditions, a Contract (and any documents referred to in it) constitutes the entire understanding between the parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Contract. No party has relied on any warranty or representation except as expressly set out in the Contract.

15.3. The Customer may not assign, novate or transfer or purport to assign or transfer any of its rights or obligations under a Contract without first having obtained Bohr's written consent. Bohr may assign a Contract or any part of it to any person.

15.4. If any Condition of a Contract, (or part of a Condition), is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other Conditions shall remain in force.

15.5. In delivering accredited services, Bohr is required to comply with applicable UKAS publications (including GEN 6 and the UKAS Branding and Symbol Use Guidelines) and the "National Accreditation Logo and Symbols: conditions for use" as updated from time to time. The Customer agrees not to cause or request Bohr to act in a way that would place Bohr in breach of such requirements.

15.6. If any invalid, unenforceable or illegal Condition of a Contract would be valid, enforceable or legal if some part of it were deleted, the Condition shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15.7. Unless expressly stated in these Conditions, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term therein. The failure by Bohr to exercise or delay by Bohr in exercising any right, power or remedy provided by a Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. No single or partial exercise of a right, power or remedy provided by a Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.

15.8. Each right or remedy of Bohr under a Contract is without prejudice to any other right or remedy of Bohr whether under the Contract or not.

15.9. A Contract shall be governed by, and shall be construed in accordance with, the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with a Contract.