WASP INDUSTRIAL POWER UNITS LIMITED
(trading as WASP IPU)

Terms and Conditions of Sale

Effective date: 1 November 2026

Summary for quick reference

This summary is for convenience only and has no legal effect. The full Conditions below are the only binding terms.

Who we are: WASP Industrial Power Units Limited (trading as WASP IPU), company number 12167631.

How a contract is formed: your purchase order, issued against our quotation, is accepted on these Conditions. See clause 2.

Business customers only: these Conditions apply only to business customers. See clause 2.

E&OE: our quotations are subject to correction. See clause 3.

Payment: 30 days from invoice. Late payment carries statutory interest. See clause 9.

Warranty: 12 months on equipment from delivery; 90 days on workmanship. See clause 10.

Liability: capped at the greater of the total Price or £10,000. See clause 11.

Law: England and Wales. See clause 20.

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The Customer's attention is particularly drawn to clause 11 (Limitation of Liability).

1. INTERPRETATION AND CONSTRUCTION

1.1 **Definitions.** In these Conditions, the following words have the following meanings:

Bespoke Goods: Goods manufactured or configured to the Customer's specification, or otherwise made to order, as identified in the Quotation.

Business Day: a day, other than a Saturday, Sunday or public holiday, when banks are open for business in London.

Conditions: these terms and conditions of sale, as amended from time to time in accordance with clause 20.7.

Contract: the contract between WASP and the Customer for the supply of Goods and/or Services, comprising the Order, the Quotation (if any) and these Conditions.

Customer: the person, firm or company that purchases Goods and/or Services from WASP, acting in the course of a business.

Delivery Location: the address for delivery of the Goods set out in the Order.

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Goods: the goods, or any part of them, set out in the Order, including (where applicable) Software embedded in or supplied with those goods solely for the purpose of operating them.

Order: the Customer's order for Goods and/or Services, as set out in the Customer's purchase order, or in the Customer's written acceptance of WASP's Quotation.

Order Acknowledgement: WASP's written acknowledgement and acceptance of an Order.

Quotation: a written quotation issued by WASP for the supply of Goods and/or Services.

Schedule: a schedule to these Conditions, including Schedule 1 (Fuel Polishing Services), Schedule 2 (Installation and Service Works) and Schedule 3 (Data Processing Agreement), each of which applies in addition to these Conditions where the relevant Goods or Services are supplied or the relevant processing takes place.

Services: any services supplied by WASP to the Customer, including installation, commissioning, fuel polishing, tank cleaning, maintenance and repair services.

Software: any software embedded in or supplied with the Goods for the purpose of operating them, including firmware and any associated documentation.

WASP: WASP Industrial Power Units Limited (trading as WASP IPU), a company registered in England and Wales under company number 12167631, whose registered office is at Aston House, Cornwall Avenue, London N3 1LF.

WASP's Premises: any premises operated by WASP for the manufacture, storage or supply of Goods, as notified to the Customer from time to time.

1.2 **Construction.** In these Conditions:

1.2.1 a reference to a statute or statutory provision includes that statute or provision as amended, extended or re-enacted from time to time, and any subordinate legislation made under it;

1.2.2 words introduced by "include", "including", "in particular" or similar expressions are illustrative and do not limit the generality of the preceding words; and

1.2.3 a reference to writing or written includes email, in addition to any other form expressly contemplated by these Conditions.

2. BASIS OF CONTRACT

2.1 **Business customers only.** WASP sells Goods and Services only to business customers acting in the course of a business. These Conditions do not apply to consumers. By placing an Order, the Customer warrants that it is not acting as a consumer within the meaning of the Consumer Rights Act 2015 or any equivalent legislation, and that it is purchasing the Goods and/or Services for purposes relating to its trade, business, craft or profession.

2.2 **Quotations are not binding offers.** Any Quotation issued by WASP is an invitation to the Customer to place an Order and does not itself constitute a contractual offer capable of acceptance. A Quotation is valid for 30 calendar days from its date of issue, unless WASP states otherwise in writing, after which it may be withdrawn or amended without notice.

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2.3 **How a contract is formed.** The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. No contract comes into existence unless and until WASP accepts that offer. WASP may accept an Order by:

2.3.1 issuing a written acceptance or order confirmation to the Customer; or

2.3.2 beginning to perform the Order, whether by commencing manufacture, scheduling delivery, or otherwise, **whichever occurs first.**

2.4 The contract between WASP and the Customer (the Contract) is formed at the point of acceptance under clause 2.3, and these Conditions apply to the Contract from that point.

2.5 **These Conditions prevail.** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, refer to, or incorporate, whether in its purchase order, any acknowledgement of order, or any other document, and whether or not WASP has countersigned or otherwise acknowledged receipt of that document, unless WASP has expressly and specifically agreed in writing to vary these Conditions.

2.6 **Incorporation of these Conditions.** Every Quotation issued by WASP will state that it is subject to these Conditions and will identify where they can be viewed (currently at www.wasp-ipu.com/termsofsale) or will attach a copy. The Customer's placing of an Order against a Quotation, or its acceptance of Goods or Services following an Order, constitutes the Customer's acceptance of these Conditions, whether or not the Customer has read them.

2.7 These Conditions, together with the Order and any applicable Schedule, constitute the entire agreement between the parties in relation to their subject matter. The Customer acknowledges that it has not relied on any statement, promise or representation made by or on behalf of WASP that is not set out in the Contract.

2.8 Any samples, drawings, descriptive matter, or advertising produced by WASP, and any description of the Goods in WASP's catalogues, brochures, or website, are issued for the purpose of giving an approximate description of the Goods only. They do not form part of the Contract.

3. QUOTATIONS, PRICE AND E&OE

3.1 The price for the Goods and/or Services is the price set out in the Quotation or Order, or, if no price is quoted, WASP's published price list current at the date of delivery.

3.2 Unless the Quotation states otherwise, the price is exclusive of:

3.2.1 the costs of packaging, insurance and carriage;

3.2.2 value added tax, which the Customer will pay in addition at the rate applicable at the relevant tax point; and

3.2.3 any import, export, or other duties, tariffs or levies applicable to the Goods.

3.3 All prices are stated, and are payable, in pounds sterling unless the Quotation expressly states otherwise.

3.4 **E&OE.** Quotations, price lists, invoices and other documents issued by WASP are issued errors and omissions excepted (E&OE). WASP may correct any typographical, clerical or other obvious error or omission in a Quotation, Order Acknowledgement, invoice or other document, without liability, by written notice to the Customer. Where a correction to a

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Quotation or Order Acknowledgement changes the price, the Customer may cancel the affected Order without liability at any time before accepting the corrected Quotation or Order Acknowledgement, by written notice to WASP.

4. PRICE VARIATION

4.1 WASP may increase the price of the Goods and/or Services, by written notice to the Customer at any time before delivery, to reflect any increase in cost to WASP arising from:

4.1.1 any factor beyond WASP's reasonable control, including currency fluctuation, and increases in the cost of materials, components, energy, freight, labour, or import duties and tariffs;

4.1.2 any change requested by the Customer to the delivery date, quantities, specification, or type of Goods or Services ordered; or

4.1.3 any delay caused by the Customer's instructions, or the Customer's failure to provide adequate or accurate information or instructions.

4.2 **Notice period.** Where a price increase arises under clause 4.1.1, WASP shall give the Customer at least 14 Business Days' written notice before the confirmed delivery date. This minimum notice period does not apply to a price increase arising under clause 4.1.2 or clause 4.1.3.

4.3 **Customer's right to cancel on a material increase.** Where a price increase under clause 4.1.1 would increase the total price of the Order by more than 10%, the Customer may, within 5 Business Days of WASP's notice, cancel the Order by written notice to WASP without any liability to WASP under clause 8.2 (Cancellation of an Order by the Customer), save that the Customer remains liable for the reasonable costs WASP has already and unavoidably incurred in performing the Order up to the date of cancellation.

5. THE GOODS AND SERVICES

5.1 The Goods are described in WASP's catalogue, price list, or website current at the date of the Quotation. WASP may amend the specification of the Goods, without liability to the Customer, where the amendment:

5.1.1 is required to comply with applicable statutory or regulatory requirements;

5.1.2 does not materially affect the nature, quality, or performance of the Goods; or

5.1.3 is necessary because a component in the original specification is no longer available, provided WASP uses reasonable endeavours to maintain equivalent quality and performance.

5.2 Where Services are supplied, the applicable Schedule (if any) sets out additional terms specific to those Services. In the event of conflict between a Schedule and the body of these Conditions, the Schedule prevails in relation to the Services to which it applies.

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6. DELIVERY AND ACCEPTANCE

6.1 Unless otherwise agreed in writing, delivery of the Goods takes place Ex Works WASP's Premises (Incoterms 2020): delivery is completed when the Goods are made available for collection at WASP's Premises, or, where WASP arranges carriage as a service to the Customer, on loading of the Goods for carriage.

6.2 **Delivery dates are estimates only.** Any date quoted for delivery is an estimate, and time for delivery is not of the essence. WASP is not liable for any delay in delivery caused by a Force Majeure Event (clause 18) or by the Customer's failure to provide adequate delivery instructions.

6.3 **WASP's liability for non-delivery.** If WASP fails to deliver the Goods for any reason other than a Force Majeure Event or the Customer's act or omission, WASP's liability is limited to the cost to the Customer of obtaining replacement goods of similar description and quality in the cheapest available market, less the price of the Goods, and is in any event subject to clause 11.

6.4 **Failure to take delivery.** If the Customer fails to take delivery within 3 Business Days of WASP notifying the Customer that the Goods are ready:

6.4.1 delivery is deemed to have taken place at 9.00 am on the third Business Day following that notice; and

6.4.2 WASP may store the Goods and charge the Customer the reasonable costs of storage and insurance until actual delivery.

6.5 If the Customer has not taken delivery within 14 Business Days of that notice, WASP may resell or otherwise dispose of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price, or invoice the Customer for any shortfall.

6.6 WASP may deliver the Goods in instalments. Each instalment is invoiced and paid for separately, and a delay or defect in one instalment does not entitle the Customer to cancel any other instalment.

6.7 **Acceptance testing for Bespoke Goods.** This clause 6.7 applies where the Order relates to Bespoke Goods with a total price of £10,000 or more (excluding VAT).

6.7.1 WASP will carry out its standard factory acceptance test on completion of manufacture and will notify the Customer, who may (but is not required to) attend.

6.7.2 Acceptance of the Bespoke Goods occurs on the earliest of:

(a) the Customer's written confirmation that the Goods meet the agreed specification following the factory acceptance test;

(b) the Customer putting the Goods into operational use (other than for the purposes of testing); or

(c) the expiry of 5 Business Days after delivery, or after the date on which the Customer was invited to attend the factory acceptance test and failed to do so, without the Customer notifying WASP in writing of a material failure to meet the agreed specification (deemed acceptance).

6.7.3 If the Customer gives timely notice of a material failure under clause 6.7.2(c), WASP will re-test the affected items only. Acceptance in respect of those items

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will then occur on the earliest of the events in clause 6.7.2(a) to (c) following the re-test.

6.7.4 Where no acceptance test procedure applies under this clause 6.7, the Goods are deemed accepted 14 calendar days after delivery, without prejudice to the Customer's rights under clause 10 (Warranty).

7. TITLE AND RISK

7.1 Risk in the Goods passes to the Customer on completion of delivery, or deemed delivery, under clause 6.

7.2 Title to the Goods does not pass to the Customer until the earlier of:

7.2.1 WASP receiving payment in full, in cash or cleared funds, for the Goods and any other goods or services then due from the Customer; or

7.2.2 the Customer reselling the Goods in accordance with clause 7.5, at which point title passes immediately before that resale.

7.3 Until title passes to the Customer, the Customer must:

7.3.1 store the Goods separately from other goods so that they remain readily identifiable as WASP's property;

7.3.2 not remove, deface, or obscure any identifying mark on the Goods;

7.3.3 maintain the Goods in satisfactory condition and keep them insured for their full price, noting WASP's interest on the policy; and

7.3.4 notify WASP immediately if the Customer becomes subject to any of the insolvency-related events listed in clause 17.2.

7.4 If, after risk has passed but before title has passed, the Goods are lost, damaged, or destroyed, the Customer must make and pursue an insurance claim, hold the proceeds on trust for WASP to the extent of the sums then owed, and pay those proceeds to WASP within 7 Business Days of receipt.

7.5 Subject to clause 7.6, the Customer may resell the Goods in the ordinary course of its business, as principal and not as WASP's agent, before title has passed.

7.6 If, before title passes, the Customer becomes subject to any of the insolvency-related events listed in clause 17.2, or WASP reasonably believes such an event is about to occur, the Customer's right to resell or use the Goods ceases immediately, and WASP may require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, may enter the Customer's premises (or those of a third party storing the Goods on the Customer's behalf) to recover them.

8. RETURNS AND CANCELLATION

8.1 **Change of mind: standard Goods.** Subject to clause 8.1.3, the Customer may return standard catalogue Goods, at its own cost, within 30 calendar days of delivery, provided WASP is reasonably satisfied that the Goods are unused and in their original, undamaged packaging.

8.1.1 Acceptance of a return under this clause 8.1 is at WASP's reasonable discretion.

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8.1.2 If WASP accepts the return, it will refund the price paid, less a handling fee of 20% of that price, within 30 calendar days of confirming acceptance.

8.1.3 **This clause 8.1 does not apply to:**

(a) Bespoke Goods;

(b) Goods or Services supplied under Schedule 1 (Fuel Polishing Services) or Schedule 2 (Installation and Service Works); or

(c) any Goods identified as non-returnable in the Quotation.

8.2 **Cancellation of an Order by the Customer.** Once WASP has accepted an Order under clause 2.3, the Customer may not cancel it without WASP's written agreement. If WASP agrees to cancellation, the Customer must pay WASP, within 14 calendar days, the greater of:

8.2.1 50% of the price of the cancelled Order; and

8.2.2 WASP's reasonable costs incurred in performing the Order up to the date of cancellation, plus a reasonable allowance for overhead and profit.

8.3 This clause 8 is without prejudice to the Customer's rights under clause 4.3 (Customer's right to cancel on a material increase) and clause 3.4 (E&OE).

9. PAYMENT

9.1 Unless otherwise agreed in writing, the Customer must pay each invoice in full, in cleared funds, within 30 calendar days of the date of the invoice.

9.2 **Invoicing.** WASP may invoice the Customer on Order Acknowledgement, on delivery, or in stages as set out in the Quotation, including deposits and milestone payments. Each invoice will quote the Customer's purchase order number and WASP's Order or opportunity (OPP) reference. The Customer must supply its purchase order number to WASP before WASP starts work on any Order, and WASP is not obliged to commence work until that number is provided.

9.3 **Invoice disputes.** The Customer must notify any genuine dispute about an invoice in writing, with reasons, within 5 Business Days of the invoice date, failing which the invoice is deemed accepted. Any undisputed part of an invoice remains payable on the due date, and the Customer may not withhold payment of an invoice solely because minor or snagging items remain outstanding, provided WASP undertakes to complete them within a reasonable time.

9.4 **Late payment.** If the Customer fails to pay any sum due under the Contract by its due date, WASP may, without prejudice to its other rights and remedies, charge interest on the overdue sum at the rate prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 (currently the Bank of England base rate plus 8% per annum), together with any fixed sum compensation to which WASP is entitled under that Act, accruing on a daily basis from the due date until payment is received in full.

9.5 The Customer must pay all sums due under the Contract in full, without any set-off, counterclaim, deduction, or withholding, except as required by law. WASP may, without limiting its other rights, set off any sum owed by the Customer against any sum owed by WASP to the Customer.

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9.6 WASP may allocate payments received to such invoices as it chooses, failing which to the oldest outstanding invoice first.

10. WARRANTY

10.1 **Equipment warranty.** WASP warrants that, for 12 months from the date of delivery (the Warranty Period), the Goods will:

10.1.1 conform in all material respects to their specification;

10.1.2 be free from material defects in design, materials, and workmanship; and

10.1.3 be of satisfactory quality within the meaning of section 14 of the Sale of Goods Act 1979.

10.2 **Services and workmanship warranty.** WASP warrants that Services will be performed with reasonable skill and care, to a professional standard consistent with good industry practice, for 90 days from the date of completion (the Service Warranty Period).

10.3 **Making a claim.** To make a claim under this clause 10, the Customer must, within 14 calendar days of discovering the defect and in any event within the Warranty Period or Service Warranty Period (as applicable):

10.3.1 give WASP written notice of the defect;

10.3.2 give WASP a reasonable opportunity to examine the Goods or the affected work, including, if WASP reasonably requires, at the Customer's premises; and

10.3.3 if reasonably required by WASP, return the affected Goods to WASP's Premises at the Customer's cost.

10.4 **Remedy.** If a claim is validly made under clause 10.3 and the defect is attributable to WASP, WASP will, at its option:

10.4.1 repair or replace the defective Goods, or re-perform the affected Services; or

10.4.2 refund the price of the defective Goods or affected Services, in whole or in part,

and this is the Customer's sole and exclusive remedy for breach of the warranties in this clause 10.

10.5 **Exclusions.** The warranties in this clause 10 do not apply to the extent that a defect arises from:

10.5.1 fair wear and tear, misuse, negligence, or abnormal working or storage conditions;

10.5.2 any alteration, modification, or repair carried out without WASP's prior written consent, or the use of spares not sourced from or approved by WASP;

10.5.3 the Customer's failure to follow WASP's written instructions as to storage, installation, commissioning, use, or maintenance;

10.5.4 any specification, design, or drawing supplied by the Customer; or

10.5.5 the Customer's continued use of the Goods after giving notice of the defect under clause 10.3, where that use makes the defect worse or harder to assess.

10.6 **Third-party-manufactured components.** Where the Goods incorporate components manufactured by a third party and not by WASP, WASP's warranty in respect of those components is limited to the warranty given to WASP by that manufacturer, which WASP

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will pass through to the Customer and assist the Customer in claiming under. WASP gives no further or independent warranty in respect of third-party-manufactured components.

10.7 **Fuel polishing and related Services.** Schedule 1 sets out the warranty position applicable to fuel polishing and tank cleaning Services, which, owing to the variable and perishable nature of fuel, differs from the warranty given under this clause 10.

10.8 Except as set out in this clause 10, and to the fullest extent permitted by law, all other warranties, conditions, and terms implied by statute, common law, or otherwise are excluded from the Contract, save that nothing in this clause excludes the terms implied by sections 12 to 15 of the Sale of Goods Act 1979 to the extent that they cannot lawfully be excluded.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions limits or excludes WASP's liability for:

11.1.1 death or personal injury caused by WASP's negligence or that of its employees, agents, or subcontractors;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

11.1.4 defective products under the Consumer Protection Act 1987,

(together, the Excluded Liabilities).

11.2 **Exclusion of indirect loss.** Subject to clause 11.1, WASP is not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with the Contract.

11.3 **Cap on liability.** Subject to clause 11.1, WASP's total aggregate liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not in any event exceed the greater of: (a) the total price paid or payable by the Customer for the Goods and/or Services giving rise to the liability; or (b) £10,000.

11.4 **No liability for penalties.** WASP is not liable for any penalty, liquidated damages, or similar provision in any document issued by the Customer, unless WASP has expressly agreed to such a provision in writing in relation to the specific Order in question.

11.5 **Time limit for claims.** Except for the Excluded Liabilities, no action arising out of or relating to the Contract may be brought by the Customer more than 2 years after the date on which the Customer became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.

11.6 This clause 11 survives termination of the Contract.

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12. CONFIDENTIALITY

12.1 Each party may disclose to the other information that is confidential, or would reasonably be understood to be confidential, including pricing, specifications, drawings, and technical or commercial information (Confidential Information).

12.2 Each party must keep the other's Confidential Information confidential, and use it only for the purposes of performing or enforcing the Contract, except to the extent that the information:

12.2.1 is or becomes public knowledge other than through breach of this clause 12;

12.2.2 was already known to the receiving party before disclosure, without an obligation of confidentiality;

12.2.3 is independently developed without reference to the disclosing party's Confidential Information; or

12.2.4 is required to be disclosed by law, regulation, or a competent authority, provided that, where lawful to do so, the receiving party notifies the disclosing party before disclosure.

12.3 This clause 12 survives termination of the Contract for a period of 5 years.

13. DATA PROTECTION

13.1 Each party will comply with its obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018), and all other applicable data protection legislation, in connection with any personal data processed under or in connection with the Contract.

13.2 **Controller and processor.** The parties acknowledge that the factual arrangements between them will determine which party is a controller, joint controller, or processor in any given context. As a general guide: where WASP processes personal data of the Customer's employees or representatives solely to administer the Contract, WASP is a controller for that processing; where WASP processes personal data on the Customer's behalf as part of performing the Services (for example, accessing the Customer's systems or data), WASP is likely to be a processor. Where the parties process personal data as joint controllers, they will enter into a separate written arrangement in accordance with Article 26 of the UK GDPR.

13.3 **WASP as controller.** Where WASP acts as a controller in relation to personal data of the Customer's employees, officers, or other representatives ("Customer Personal Data"), WASP will: (a) process Customer Personal Data only for the purposes for which it was provided or as otherwise permitted by applicable law; (b) implement appropriate technical and organisational measures to protect Customer Personal Data against unauthorised or unlawful processing, accidental loss, destruction, or damage; and (c) not transfer Customer Personal Data outside the United Kingdom except in accordance with applicable data protection legislation. Further information on how WASP processes personal data in this capacity is set out in WASP's privacy policy, available at [www.wasp-ipu.com/privacy], which does not form part of the Contract but applies to WASP's processing generally.

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13.4 **WASP as processor.** Where WASP acts as a processor on behalf of the Customer in connection with the Contract, the terms of Schedule 3 (Data Processing Agreement) apply. Schedule 3 is incorporated into the Contract by reference and constitutes the documented instructions of the Customer for the purposes of Article 28(3) of the UK GDPR.

13.5 The Customer warrants that it has the right to transfer personal data to WASP for the purposes of the Contract, and that all necessary notices have been given and consents (where required) obtained under applicable data protection legislation.

13.6 **Breach notification.** Each party will notify the other without undue delay, and in any event within 24 hours of becoming aware, of any actual or suspected personal data breach affecting the other party's personal data, and will cooperate with the other party in investigating and remedying any such breach. WASP acknowledges that this period is set so that the Customer (as controller) can meet its obligation to notify the Information Commissioner's Office within 72 hours of becoming aware of a personal data breach under Article 33 of the UK GDPR.

14. EXPORT CONTROL

14.1 The Customer must comply with all applicable export control, sanctions, and trade laws in connection with the Goods, including obtaining any licence, permit, or authorisation required for export, re-export, or transfer of the Goods.

14.2 The Customer must not export, re-export, or transfer the Goods, directly or indirectly, to any country, person, or entity in breach of UK, EU, or US export control or sanctions law, and must indemnify WASP against any loss arising from the Customer's breach of this clause 14.

15. RESTRICTED AND HAZARDOUS SITES

15.1 The Customer must disclose to WASP, before WASP is obliged to perform any Order, if the Delivery Location or any site at which Services are to be performed is, or is part of, a power station, an active Ministry of Defence site, an airside or railside location, or any other site that WASP's standard insurance cover does not extend to (a Restricted Site).

15.2 If a site is, or turns out to be, a Restricted Site, WASP is not obliged to perform the Order until the parties have agreed in writing any additional price, insurance, and health, safety, and environmental terms applicable to that site. Pending that agreement, WASP may suspend performance without liability to the Customer.

15.3 Where WASP engages a third-party contractor to perform installation or Service work at a site, this clause 15 applies equally to that engagement, and the Customer's disclosure obligation under clause 15.1 extends to any information WASP reasonably requires to engage that contractor on an appropriate basis.

16. NON-DISINTERMEDIATION AND NON-SOLICITATION

16.1 **Supplier restriction.** During the term of the Contract and thereafter, the Customer must not, directly or indirectly, enter into discussions or negotiations with, or purchase goods

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or services from, any supplier or subcontractor introduced to the Customer by WASP in connection with the relevant Contract, in respect of goods or services that compete with those supplied by WASP under that Contract, where the Customer's intention is to purchase those goods or services instead of, rather than in addition to, purchasing them from WASP.

16.2 The Customer acknowledges that the restriction in clause 16.1 is reasonable and necessary to protect WASP's legitimate business interests, having regard to the time and expense WASP has invested in developing its supplier relationships. The restriction applies only in respect of suppliers and manufacturers first introduced to the Customer by WASP in connection with the Contract, and does not restrict the Customer from dealing with any supplier or manufacturer with which the Customer had a pre-existing trading relationship, or which the Customer identified independently of WASP. If the restriction in clause 16.1 is found by a court to be unenforceable as drafted, it will apply with whatever reduced scope, duration, or geographic extent is necessary to make it enforceable.

16.3 **Non-solicitation.** During the term of the Contract and for 12 months after the last delivery of Goods or performance of Services under the Contract, neither party shall, directly or indirectly, solicit or entice away any employee of the other party with whom it had material dealings in connection with the Contract, with the intention of employing or engaging that person. This clause 16.3 does not prevent either party from recruiting through a general advertisement not targeted at the employees of the other party.

17. TERMINATION

17.1 Either party may terminate the Contract with immediate effect by written notice if the other party:

17.1.1 commits a material breach of the Contract which, if capable of remedy, is not remedied within 14 calendar days of written notice requiring it to do so; or

17.1.2 becomes subject to any of the events set out in clause 17.2.

17.2 The events referred to in clause 17.1.2 are that the other party: suspends or ceases to pay its debts as they fall due, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; enters into any composition or arrangement with its creditors; has a petition presented, a resolution passed, or an order made for its winding up or administration; has a receiver or administrative receiver appointed over any of its assets; or suffers any equivalent event in any jurisdiction.

17.3 WASP may also terminate the Contract, or suspend further deliveries under it or any other contract with the Customer, with immediate effect by written notice if the Customer fails to pay any sum due under the Contract by its due date.

17.4 On termination for any reason:

17.4.1 the Customer must immediately pay all of WASP's outstanding invoices and accrued interest;

17.4.2 the Customer must return any Goods in which title has not passed under clause 7, failing which WASP may recover them in accordance with clause 7.6;

17.4.3 accrued rights and liabilities as at termination are not affected; and

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17.4.4 any clause which is expressed or intended to survive termination continues in force.

18. FORCE MAJEURE

18.1 A Force Majeure Event means any event beyond a party's reasonable control, including strikes or industrial action (whether or not involving that party's own workforce), failure of a utility service or transport network, act of God, war, riot, civil commotion, epidemic or pandemic, compliance with any law or governmental order, fire, flood, storm, or default of suppliers or subcontractors.

18.2 Neither party is liable for any failure or delay in performing its obligations under the Contract to the extent that failure or delay is caused by a Force Majeure Event, provided that the affected party notifies the other as soon as reasonably practicable and uses reasonable endeavours to mitigate its effect.

18.3 If a Force Majeure Event prevents WASP from delivering the Goods or performing the Services for more than 6 weeks, either party may terminate the Contract by written notice, without liability to the other except for sums already due.

19. INTELLECTUAL PROPERTY

19.1 All intellectual property rights in any goods, documents, drawings, specifications, software, or other materials created or developed by WASP in connection with the Contract ("WASP IP") shall remain the exclusive property of WASP or its licensors.

19.2 **IP warranty.** WASP warrants that the normal use of the Goods in accordance with WASP's documentation will not infringe the UK intellectual property rights of any third party. This warranty does not apply to any infringement arising from:

19.2.1 materials, specifications, or designs supplied by the Customer;

19.2.2 modification of the Goods by any person other than WASP;

19.2.3 combination or use of the Goods with items not supplied or approved by WASP; or

19.2.4 use of the Goods outside the purpose or territory described in WASP's documentation.

19.3 **Infringement claims.** If a third party claims that the Goods infringe its intellectual property rights, WASP may, at its option and expense: (a) procure for the Customer the right to continue using the Goods; (b) modify or replace the Goods so that they become non-infringing; or (c) refund the price paid by the Customer for the affected Goods. This clause 19.3 states WASP's entire liability for intellectual property infringement, subject always to clause 11.

19.4 **Software licence.** WASP grants the Customer a non-exclusive, non-transferable (save that it transfers with the Goods if they are resold in their entirety), royalty-free licence to use any Software solely to operate the Goods for which it was supplied. The Customer must not copy, decompile, reverse-engineer, or modify the Software except to the extent permitted by law notwithstanding this restriction. Third-party or open-source Software embedded in or supplied with the Goods is subject to the applicable third-party licence terms, copies of which are available from WASP on request.

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19.5 **Licence to use WASP's documents and drawings.** WASP grants the Customer a non-exclusive, non-transferable licence to use WASP's documents, drawings, specifications, and other technical materials supplied in connection with the Goods ("WASP Materials") solely for the purpose of installing, operating, maintaining, and using the Goods. The Customer must not copy, reproduce, or distribute WASP Materials to any third party, or use them for any purpose other than the permitted purpose set out in this clause 19.5, without WASP's prior written consent.

19.6 All intellectual property rights in materials, data, or specifications provided by the Customer to WASP ("Customer IP") shall remain the property of the Customer. The Customer grants WASP a non-exclusive licence to use Customer IP to the extent necessary to perform its obligations under the Contract, and shall indemnify WASP against any claim that WASP's use of Customer IP in accordance with the Contract infringes the intellectual property rights of a third party.

19.7 Each party shall promptly notify the other if it becomes aware of any actual or threatened infringement of the other party's intellectual property rights in connection with the Contract, and shall cooperate with the other party in taking such steps as the other party may reasonably require to protect those rights.

20. GENERAL

20.1 **Assignment.** WASP may assign, transfer, or subcontract any of its rights or obligations under the Contract. The Customer may not do so without WASP's prior written consent.

20.2 **No partnership.** Nothing in the Contract creates a partnership, joint venture, or agency between the parties.

20.3 **Third parties.** A person who is not a party to the Contract has no right to enforce any of its terms.

20.4 **Notices.** Any notice given under the Contract must be in writing. Notices may be delivered personally, sent by pre-paid first-class post or recorded delivery to the other party's registered office or principal place of business, or sent by email. Notices to WASP by email must be sent to sales@wasp.co.uk (or such other address as WASP notifies in writing from time to time). Notices to the Customer by email must be sent to the email address set out in the Order, or such other address as the Customer notifies in writing from time to time. A notice is deemed received: if delivered personally, at the time of delivery; if posted, at 9.00 am on the second Business Day after posting; and if sent by email during normal business hours, at the time of transmission (and otherwise at 9.00 am on the next Business Day), provided no delivery failure notification is received. Notices of claims or termination must also be sent by post or by hand in addition to email. This clause 20.4 does not apply to the service of documents in any legal proceedings.

20.5 **Waiver.** No failure or delay by either party in exercising any right under the Contract operates as a waiver of that right, and a waiver is only effective if given in writing.

20.6 **Severance.** If any provision of the Contract is found to be invalid or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions continue in full force.

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20.7 **Variation.** Except as set out in these Conditions, no variation of the Contract is effective unless it is in writing and signed by, or sent by email on behalf of, an authorised representative of WASP.

20.8 **Governing law and jurisdiction.** The Contract, and any dispute arising out of or in connection with it (including non-contractual disputes), is governed by, and construed in accordance with, the law of England and Wales. Subject to clause 20.9, the courts of England and Wales have exclusive jurisdiction to settle any such dispute.

20.9 **Dispute resolution for bespoke and high-value contracts.** Where an Order relates to Bespoke Goods with a value of £10,000 or more, or to Goods or Services supplied in connection with a data centre or critical infrastructure site, the parties will, before issuing court proceedings, attempt in good faith to resolve any dispute through senior management discussion and, if that does not resolve the dispute within 20 Business Days, through mediation under the CEDR Model Mediation Procedure (or such other process as the parties agree). This clause 20.9 does not prevent either party from seeking urgent interim relief, and does not apply to a straightforward claim for an unpaid invoice.

21. ANTI-BRIBERY AND MODERN SLAVERY

21.1 Each party shall comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall not engage in any activity that would constitute an offence under those laws.

21.2 Each party shall maintain and enforce policies and procedures adequate to prevent bribery by persons associated with it, and shall promptly notify the other party if it becomes aware of any actual or suspected breach of this clause 21.

21.3 Each party shall comply with all applicable laws relating to modern slavery and human trafficking, including the Modern Slavery Act 2015, and shall maintain appropriate policies and due diligence procedures in its supply chain. WASP shall, on request, provide the Customer with a copy of its current modern slavery statement.

21.4 Breach of this clause 21 shall be deemed a material breach of the Contract, entitling the non-defaulting party to terminate the Contract immediately by written notice without liability to the defaulting party.

22. INSURANCE

22.1 **WASP's insurance.** WASP shall maintain in force, with reputable insurers, the following insurance policies throughout the term of the Contract:

22.1.1 public liability insurance with a limit of indemnity of not less than £5,000,000 per occurrence, unless a higher or project-specific amount is stated in the Quotation;

22.1.2 products liability insurance with a limit of indemnity of not less than £5,000,000 per occurrence, unless a higher or project-specific amount is stated in the Quotation;

22.1.3 employer's liability insurance as required by law; and

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22.1.4 where WASP provides design services, professional indemnity insurance of not less than £1,000,000, unless a higher or project-specific amount is stated in the Quotation.

22.2 WASP shall, on the Customer's written request, provide certificates of insurance evidencing the cover required under clause 22.1.

22.3 **Customer's insurance.** Where WASP's personnel attend the Customer's premises to perform Services, the Customer shall maintain public liability insurance for those premises in an amount appropriate to the risk, and shall produce evidence of that insurance on WASP's reasonable request.

22.4 The Customer shall maintain such other insurance as is appropriate for its business and the use it makes of the Goods or Services, including, where applicable, insurance covering loss of or damage to the Goods after risk has passed to the Customer under clause 7.

23. HEALTH, SAFETY AND ENVIRONMENT

23.1 Each party shall comply with all applicable health and safety legislation and regulations in connection with the Contract, including where applicable the Health and Safety at Work etc. Act 1974 and all regulations made under it.

23.2 **Customer's site obligations.** Where WASP's personnel attend the Customer's premises to perform Services, the Customer shall:

23.2.1 provide WASP's personnel with a safe place of work;

23.2.2 provide a site induction, site rules, and any permits required for the work;

23.2.3 provide details of all known site hazards relevant to the work to be performed, including (without limitation) the presence of asbestos, confined spaces, and any other environmental or process hazards;

23.2.4 provide appropriate welfare facilities;

23.2.5 ensure safe access to and egress from the work area; and

23.2.6 notify WASP without undue delay of any accident, near-miss, or HSE-notifiable incident that occurs at the Customer's premises in connection with the performance of Services under the Contract, and cooperate with WASP in any investigation of such an incident.

23.3 **WASP's site obligations.** WASP's personnel shall comply with the Customer's reasonable health and safety rules and site procedures, provided those rules and procedures have been notified to WASP in writing before commencement of the work.

23.4 **WASP's right to suspend.** If WASP reasonably considers that conditions at the Customer's premises are unsafe, WASP may suspend the performance of Services until conditions are remedied to WASP's reasonable satisfaction. Time lost and reasonable additional costs incurred as a result of such a suspension are for the Customer's account.

23.5 **Environmental compliance.** Each party shall comply with all applicable environmental legislation in connection with the Contract, including in relation to the disposal of waste materials arising from the performance of the Contract.

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24. ENVIRONMENTAL

24.1 WASP holds certification to ISO 14001 (Environmental Management Systems). WASP will maintain that certification, or equivalent accreditation, throughout the term of the Contract and will, on the Customer's written request, provide evidence of current certification.

24.2 Each party shall comply with all applicable environmental legislation in connection with the Contract, including (without limitation) any laws governing the disposal of waste materials arising from the performance of the Contract.

24.3 Where WASP performs Services at the Customer's premises, WASP's personnel shall follow the Customer's reasonable site environmental rules, provided those rules have been notified to WASP in writing before commencement of the work.

Schedule 1: Fuel Polishing Services

This Schedule applies in addition to the Conditions wherever WASP supplies fuel polishing, fuel testing, or tank cleaning Services, whether performed by WASP directly or by a third-party contractor engaged by WASP. In the event of conflict between this Schedule and the body of the Conditions, this Schedule prevails in relation to those Services.

1.1 **Nature of the Services.** The Customer acknowledges that fuel polishing is a remedial and improvement process applied to fuel already present at the Delivery Location, and that the quality, contamination, and condition of that fuel is outside WASP's control and may vary, including after the Services have been performed, owing to ongoing contamination, delivery of further fuel, or the perishable nature of fuel generally.

1.2 **No outcome warranty.** WASP will perform the Services using reasonable skill and care, in accordance with the workmanship warranty at clause 10.2 of the Conditions. WASP does not warrant any particular outcome, fuel quality standard, or result from the Services, and in particular does not warrant that fuel will remain free from contamination following the Services.

1.3 **Recommended remedial action.** Where WASP identifies, and records in a job report, recommended remedial action (including man-entry tank cleaning), the workmanship warranty at clause 10.2 does not apply to any defect or contamination that would have been addressed by that recommended action, if the Customer does not authorise WASP to carry it out within a reasonable time.

1.4 **Exclusions specific to fuel polishing.** In addition to the exclusions at clause 10.5 of the Conditions, the warranty at clause 10.2 does not cover any defect or contamination arising from:

(a) fuel delivered to the Delivery Location after the Services are performed;

(b) seal or equipment failure not caused by WASP's negligence; or

(c) any Services performed without an accompanying man-entry tank clean, where WASP's job report recommends one.

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1.5 **Position where WASP engages a third-party contractor.** Where WASP engages a third-party contractor to perform fuel polishing Services on WASP's behalf, WASP's warranty to the Customer under this Schedule 1 will not exceed, and is not intended to exceed, the warranty given to WASP by that contractor in respect of the same work. The Customer acknowledges that, as at the date of these Conditions, WASP's principal fuel polishing subcontractor gives no definitive warranty in respect of fuel polishing work, owing to the perishable nature of fuel, and that this Schedule reflects that position.

Schedule 2: Installation and Service Works

This Schedule applies wherever WASP engages a third-party contractor to perform installation, commissioning, remedial, or service work on WASP's behalf (Subcontracted Works). It does not apply where WASP performs the work itself using its own employees.

2.1 **General principle.** WASP's obligations to the Customer in respect of Subcontracted Works will not exceed the corresponding obligations given to WASP by the relevant contractor under the terms on which WASP engages that contractor (the Subcontract Terms). Where a provision of the Conditions would otherwise give the Customer a more favourable position than the Subcontract Terms give WASP, this Schedule 2 modifies that provision as set out below.

2.2 **Delivery and completion dates.** Clause 6.3 of the Conditions (WASP's liability for non-delivery) applies to Subcontracted Works only to the extent that WASP is able to recover an equivalent sum from the relevant contractor under the Subcontract Terms. If the Subcontract Terms exclude the contractor's liability for delay (as is currently the case under WASP's standard fuel-systems installation subcontract), WASP's own liability for delay in respect of the corresponding Subcontracted Works is excluded to the same extent.

2.3 **Insurance and restricted sites.** Clause 15 of the Conditions applies to Subcontracted Works, and the Customer's disclosure obligation under clause 15.1 extends to enabling WASP to confirm that the relevant contractor's insurance, and the Subcontract Terms generally, extend to the site in question before WASP accepts the Order.

2.4 **Price adjustment.** Where the Subcontract Terms entitle the relevant contractor to increase its price after the Subcontract is agreed (whether for cost increases, delay, or site conditions), clause 4 of the Conditions applies to the corresponding part of the price for the Subcontracted Works on an equivalent basis, so that WASP is not required to absorb a price increase passed on by its contractor.

2.5 **Review.** WASP will review this Schedule 2 if it changes its principal contractor for Subcontracted Works, or if the Subcontract Terms change materially, to ensure that the position described in paragraphs 2.2 to 2.4 above remains accurate.

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Schedule 3: Data Processing Agreement

This Schedule applies where, and to the extent that, WASP processes personal data as a processor on behalf of the Customer in connection with the Contract. It constitutes the "documented instructions" of the Customer within the meaning of Article 28(3) of the UK GDPR, and sets out the mandatory terms required by that Article. In the event of conflict between this Schedule and the body of the Conditions, this Schedule prevails in relation to the processing described below.

3.1 **Subject matter and nature of the processing.** The processing is described in the Quotation or Order (or, if not described, will be agreed in writing by the parties before WASP commences processing as a processor). The nature and purpose of the processing will be the performance by WASP of the Services as described in the Contract.

3.2 **Duration.** The processing will continue for the duration of the Contract and, following termination or expiry, until WASP has complied with its deletion or return obligations under paragraph 3.9 of this Schedule.

3.3 **Types of personal data.** The types of personal data processed may include names, contact details (email addresses, telephone numbers, postal addresses), and role or employment information of the Customer's employees, contractors, or other personnel involved in the contract, as described in the Quotation or Order.

3.4 **Categories of data subjects.** The categories of data subjects are the Customer's employees, officers, contractors, and other representatives whose personal data is shared with WASP for the purposes of the Contract.

3.5 **Obligations of WASP as processor.** WASP will, in its capacity as processor:

(a) process the personal data only on the Customer's documented instructions (which include these Conditions and any further instructions given by the Customer in writing), and will notify the Customer promptly if WASP considers that any instruction infringes UK data protection legislation;

(b) ensure that persons authorised to process the personal data are subject to appropriate obligations of confidentiality or are under a statutory obligation of confidentiality;

(c) implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including (as appropriate) encryption, pseudonymisation, and measures to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems;

(d) assist the Customer (by appropriate technical and organisational measures, insofar as this is possible) in responding to requests from data subjects exercising their rights under Chapter III of the UK GDPR;

(e) assist the Customer in ensuring compliance with the Customer's obligations under Articles 32 to 36 of the UK GDPR (security, breach notification, data protection impact assessments, and prior consultation), taking into account the nature of the processing and information available to WASP;

(f) at the Customer's written election, delete all personal data or return it to the Customer on termination or expiry of the Contract, and delete existing copies of

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the personal data held by WASP unless WASP is required by applicable law to retain them; and

(g) make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations in Article 28 of the UK GDPR, and allow for and contribute to audits and inspections conducted by the Customer or an auditor mandated by the Customer, provided that: (i) reasonable notice of at least 10 Business Days is given; (ii) the audit is conducted during normal business hours and in a manner that minimises disruption to WASP's operations; and (iii) the parties agree in advance on the scope of the audit. WASP may require the Customer's auditor to enter into a written confidentiality undertaking on reasonable terms before the audit commences.

3.6 **Sub-processors.** The Customer grants WASP a general written authorisation to engage sub-processors. WASP will:

(a) maintain a list of sub-processors engaged to process personal data on the Customer's behalf, available on request;

(b) give the Customer reasonable prior written notice (in any event not less than 10 Business Days) of any proposed addition to, or replacement of, a sub-processor;

(c) ensure that the sub-processor is subject to data protection obligations equivalent to those set out in this Schedule; and

(d) remain fully liable to the Customer for the performance of the sub-processor's obligations.

3.7 **Customer's right to object to sub-processors.** The Customer may object to the appointment of a proposed new sub-processor on reasonable grounds relating to data protection. If the Customer raises a written objection within 5 Business Days of receiving notice, WASP will use reasonable endeavours to find an alternative sub-processor. If WASP cannot accommodate the objection, either party may terminate the affected part of the Contract without penalty on 30 days' written notice.

3.8 **International transfers.** WASP will not transfer personal data outside the United Kingdom except where required by law or with the Customer's prior written consent, and in any event only where the transfer complies with applicable UK data protection legislation (for example, by relying on an adequacy decision or entering into the UK's international data transfer agreement (IDTA) or addendum to the EU standard contractual clauses).

3.9 **Return and deletion.** On termination or expiry of the Contract (and in any event within 30 days of a written request by the Customer), WASP will either return all personal data to the Customer in a format agreed by the parties, or securely delete all personal data, at the Customer's election, and will provide written confirmation to the Customer that it has done so.

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