Terms & Conditions for Supply of Equipment, Goods and Services

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions unless the context otherwise requires the following words and expressions have the following meanings:

Additional Charges means the charges payable by the Customer in accordance with Condition 13.2.

Agreement means the agreement for the supply of Equipment, Goods and/or Services between Highway Care and the Customer in accordance with these Conditions;

Applicable Laws means all laws, legislation, regulations, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time, including Chapter 8;

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in the country in which Highway Care is registered;

CIS means the Construction Industry Scheme, the UK tax regime established under the Finance Act 2004 that requires contractors to verify and, where required, deduct tax from payments made to suppliers carrying out construction operations;

Chapter 8 means Chapter 8 of the Traffic Signs Manual, as published by the UK Department for Transport, together with any amendments, updates, revisions or replacement versions in force from time to time, including any supplementary guidance or statutory codes of practice relating to traffic management at road works and temporary situations;

Charges means the charges payable under this Agreement; as referenced in the Quotation, or otherwise agreed with the Customer (in the absence of such agreement the Charges shall be as set out in Highway Care's schedule of standard rates), in each case subject to any price adjustment made in accordance with these Conditions;

Conditions means these terms and conditions;

Confidential Information means any confidential information concerning the business (including the Quotation and Order), assets, affairs, customers, clients or suppliers of each party or of any member of the group of companies to which that party belongs, in all cases whether disclosed orally or in writing before or after the Commencement Date;

CPIH means the Consumer Prices Index including Owner Occupiers' Housing Costs, as published by the UK Office for National Statistics (or any successor index). If CPIH is replaced or materially changed, Highway Care may use the nearest equivalent index published by the UK Office for National Statistics;

Customer means the person who hires Equipment and/or purchases Goods or Services from Highway Care;

Customer Default means any act or omission by the Customer or failure by the Customer to perform any relevant obligation;

Data Controller has the meaning set out in the UK GDPR;

Data Coverage refers to the location in which data can be received and transmitted from the relevant item of Equipment;

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*);

Deliverables means all documents, drawings, maps, plans, sketches, calculations, specifications, diagrams, models, layouts, designs, pictures, data specifications, schedules and reports produced by, or on behalf of, Highway Care in its performance of the Agreement;

Delivery means the transfer to the Customer of physical possession of the Equipment at the Site, or the Goods at the Delivery Location;

Delivery Date means the date the Equipment is to be delivered to the Site, or Goods are to be delivered to the Delivery Location, as set out in the Quotation, or otherwise agreed with the Customer in accordance with these Conditions;

Deposit means the deposit to be paid in accordance with the Agreement as set out in the Quotation, or otherwise agreed with the Customer in accordance with these Conditions;

Digital Products means hardware, technology and services provided by HRS and made available to the Customer through Highway Care, including connected hardware, integrated software, and related features that support traffic management and site safety. These may include remote monitoring systems, data capture tools, GPS-enabled devices, and access to the Web Portal;

Domestic Reverse Charge for VAT (DRC) applies to VAT registered businesses providing construction services including traffic management services within the CIS;

Emergency Services means services or the hire of Equipment requested at short notice by the Customer for dealing with acute or immediate issues outside of those set out in a purchase order;

Equipment means the Equipment to be provided for hire by Highway Care to the Customer as set out in the Quotation, or otherwise agreed with the Customer in accordance with these Conditions, which may include Digital Products;

Extended Warranty means an additional period of warranty protection, beyond Highway Care's standard warranty period, during which Highway Care remains responsible for repairing, replacing, or otherwise remedying defects in the Goods;

Goods means the goods (or any part of them) to be sold to the Customer as set out in the Quotation, or otherwise agreed in writing;

GPS Location means a specific geographic location as determined by satellite radio signals;

Highway Care means Highway Care Limited, incorporated in England & Wales (company number 2506334); registered office at Trinity House, 3 Bullace Lane, Dartford, Kent DA1 1BB;

Highway Care Materials means all materials, documents and other property belonging to Highway Care (or other company within its corporate group);

HRS means Highway Resource Solutions Limited, incorporated and registered in England and Wales (company number 07551169); registered office at Unit 17 Barbrey Business Park, Orston Lane, Bottesford, Leicestershire, NG13 0GY;

Installation means the installation of the Equipment by Highway Care at the Site;

Intellectual Property Rights means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in Confidential Information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the country in which Highway Care is registered and all other countries in the world in each case;

Local Authority as defined in section 1 of the Local Government Act 2000;

Order means the Customer's order for the hire of Equipment and/or purchase of Goods or Services, as set out in the Customer's purchase order form or request for Emergency Services, or the Customer's written acceptance of Highway Care's Quotation, as the case may be, but excluding any terms and conditions contained in or referred to in the Customer's purchase order or other documentation, which shall not apply to the Agreement**;**

Personal Data has the meaning set out in the UK GDPR;

Project means the site, scope of works or operational activity for which the Customer has engaged Highway Care and to which the Services or hire of Equipment relates, as identified in the Quotation, or as otherwise agreed in writing;

Quotation means any written estimate or proposal issued by Highway Care to the Customer setting out the anticipated charges, applicable pricing assumptions, scope of Services and/or Goods or Equipment to be supplied;
Rental Period means, for each item of Equipment, the period for which that item of Equipment is hired, commencing on the day the Customer takes Delivery and ending on the day (i) the Equipment is placed back into the physical possession or control of Highway Care or (ii) the Customer has paid all charges detailed in any invoice in relation to the Equipment which the Customer wishes to purchase, whichever day is the later;
Service Period means the period for which the Services are to be provided as set out in the Quotation or otherwise agreed with the Customer in accordance with these Conditions**;**
Services means the services and works, including the Deliverables, supplied by Highway Care to the Customer as set out in the Quotation or otherwise agreed with the Customer in accordance with these Conditions and shall include any Emergency Services agreed;
Site means the locations where the Equipment and/or Services are to be provided, as set out in the Quotation, or otherwise agreed with the Customer in accordance with these Conditions;
Specification means any specification for the Goods, including any related plans or drawings, provided by Highway Care and as amended by Highway Care from time to time;
Total Loss means the Equipment is, in Highway Care's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated;
UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
VAT means value added tax or any equivalent tax chargeable in the UK; and
Web Portal means the "My Workzone" web portal (as may be updated, replaced or rebranded from time to time) owned and managed by HRS.

1.2 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.

1.3 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.4 The words "for example", "including", "in particular" or any similar expression shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 To the extent of any conflict or inconsistency between the Quotation and these Conditions the terms of the Quotation shall prevail.

2 ORDER

2.1 The Order constitutes an offer by the Customer to hire Equipment and/or purchase the Goods or Services in accordance with these Conditions and the terms of the Quotation.

2.2 The Order shall only be deemed to be accepted when Highway Care issues written acceptance of the Order (or in the absence of a written acceptance, upon the commencement of the provision of the Services or delivery of the Goods or Equipment (or part thereof) at which point and on which date the Agreement shall come into existence (**"Commencement Date"**) and, unless terminated earlier in accordance with its terms, shall continue until the last day of the Rental Period, the Service Period or the delivery of the Goods (whichever is later).

2.3 Highway Care shall not be under any obligation to accept, and shall not be liable for any loss or damage to the Customer as a result of not accepting, an Order.

2.4 Any samples, drawings, descriptive matter or advertising issued by Highway Care and any illustrations or descriptions of the Equipment, Goods or the Services contained in Highway Care's catalogues, published information or brochures are solely to give an approximate idea of the Equipment, Goods or Services described in them. They shall not form part of the Agreement nor have any contractual force.

2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 A Quotation shall not constitute an offer and is only valid for a period of 30 calendar days from its date of issue (unless the Quotation specifies an alternative expiry date). Highway Care may withdraw a Quotation at any time.

2.7 All of these Conditions shall apply to the hire of Equipment, supply of Goods and supply of Services except where application to one or the other is specified.

2.8 If the parties have agreed a fixed duration for the Rental Period and/or the Service Period, the Rental Period or the Service Period, as applicable, may only be extended by written agreement between the parties.

3 CONSUMER HIRE AGREEMENTS

3.1 Unless otherwise agreed with Highway Care any Agreement for the hire of Equipment is entered into on a business-to-business basis and does not constitute, and is not intended to constitute, a regulated consumer hire agreement within the meaning of Article 60N of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

3.2 Where the Customer is an individual, or a partnership with three or fewer partners, the Rental Period shall not exceed three months, and this Agreement shall, if not already terminated, automatically expire 3 months after the commencement date of the Rental Period and may not be renewed, extended or replaced by any means.

3.3 Where applicable, the Customer confirms that the hire Agreement is entered into wholly or predominantly for the purposes of a business carried on or intended to be carried on by the Customer, for the purposes of the business use exemption under Article 60C of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

4 GOODS

4.1 **Specification**

(a) The Goods are described in the Specification.

(b) Highway Care reserves the right to amend the Specification of the Goods if required by Applicable Laws, or by the manufacturer of the Goods or, provided that the change does not materially affect the strength or efficiency of the Goods, for any other commercial reason and shall notify the Customer of such change as soon as reasonably practicable. If any such amendment will materially change the nature or quality of the Goods, the Customer may, within five Business Days of the date of the notice, cancel the Order.

4.2 **Delivery**

(a) The "**Delivery Location**" shall be as set out in the Order, or such other location as the parties may agree.

(b) Where the Delivery Location is to be Highway Care's premises, Delivery of the Goods shall be completed on completion of loading. If the Customer fails to accept or take Delivery of the Goods within five Business Days of Highway Care notifying the Customer that the Goods are ready for collection:

(i) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the tenth Business Day following the day on which Highway Care notified the Customer that the Goods were ready; and

(ii) Highway Care shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

(c) Where the Delivery Location is a location other than Highway Care's premises the Customer shall

confirm the site for unloading of the Goods, which must be, in the reasonable opinion of Highway Care, safe and proper and reasonable for access, manoeuvring and exit of the delivery vehicle. If safe and suitable access is unavailable or Highway Care is unable to deliver the Goods on time because the Customer has not provided appropriate information, instructions, documents, licences or authorisations, Highway Care reserves the right to refuse to deliver and/or to charge the Customer Additional Charges.

(d) Highway Care shall use all reasonable endeavours to effect Delivery of the Goods by the Delivery Date, but any such dates are approximate only. Time is not of the essence

(e) If, 15 Business Days after Highway Care notified the Customer that the Goods were ready for delivery, the Customer has not collected or taken delivery of them, Highway Care may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

(f) Highway Care may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.3 **Quality**

(a) Subject to Condition 4.3 (i), Highway Care warrants that on delivery, and for a period of twelve months from the date of delivery (**Warranty Period**), the Goods shall:

(i) conform in all material respects with their description and any applicable Specification;

(ii) be free from material defects in design, material and workmanship; and

(iii) be of satisfactory quality.

(b) In respect of defects that would be apparent on careful inspection, the Customer must notify Highway Care of all such defects within 15 days of Delivery. Highway Care shall not be liable for such defects or failure to comply with the warranty in Condition 4.3 (a) if the Customer fails to give such notice.

(c) Subject to Condition 4.3 (d) Highway Care shall, at its option, repair or replace the defective Goods, if:

(i) the Customer gives notice in writing during the Warranty Period and within seven days of discovery that some or all of the Goods do not comply with the warranty set out in Condition 4.3 (a);

(ii) Highway Care is given a reasonable opportunity to examine such Goods and determines, acting reasonably, that the Goods are defective; and

(iii) the Customer (if asked to do so by Highway Care) returns such Goods to Highway Care 's place of business at the Customer's cost.

(d) Highway Care shall not be liable for the Goods' failure to comply with the warranty in Condition 4.3 (a) if:

(i) the Customer makes any further use of such Goods after giving a notice in accordance with Condition 4.3 (c);

(ii) the Customer makes further use of such Goods after a defect or failure became apparent, or ought to have become apparent, to the Customer;

(iii) the defect arises because the Customer failed to follow Highway Care's oral or written instructions as to the storage, installation, commissioning, use, operation or maintenance of the Goods or (if there are none) good trade practice;

(iv) the defect arises due to the placing of the Goods adopted by the Customer, or the effects of frost, heat or inclement weather;

(v) the defect arises as a result of Highway Care following any drawing, design or Specification supplied by the Customer;

(vi) the Customer alters or repairs such Goods or combines them with any third party goods, without the prior written consent of Highway Care;

(vii) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(viii) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

(e) Except as provided in this Condition 4.3, Highway Care shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 4.3 (a).

(f) The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Highway Care.

(g) If the Customer has the benefit of an Extended Warranty in relation to any Goods Highway Care's standard Servicing and Extended Warranty Terms and Conditions, as amended or supplemented from time to time shall apply.

4.4 **Title and risk**

(a) The risk in the Goods shall pass to the Customer on completion of Delivery of the Goods.

(b) Title to the Goods shall not pass to the Customer until Highway Care has received payment in full (in cash or cleared funds) for:

(i) the Goods; and

(ii) any other goods that Highway Care has supplied to the Customer in respect of which payment has become due in which case title to the Goods shall pass at the time of payment of all such sums.

(c) Until title to the Goods has passed to the Customer, the Customer shall:

(i) hold the Goods on a fiduciary basis as Highway Care's bailee;

(ii) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Highway Care 's property;

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

(iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Highway Care 's behalf from the date of delivery;

(v) notify Highway Care immediately if it becomes subject to any of the events listed in Condition 17.1(d); and

(vi) give Highway Care such information relating to the Goods as Highway Care may require from time to time,

(d) Subject to Condition 4.4 (e), the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Highway Care receives payment for the Goods. However, if the Customer resells the Goods before Highway Care receives payment for the Goods title to the Goods shall pass from Highway Care to the Customer immediately before the time at which resale by the Customer occurs.

(e) If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 17.1(d), or Highway Care reasonably believes that any such event is about to

happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Highway Care may have, Highway Care may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

4.5 **Price variations**

(a) Highway Care reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before Delivery, to reflect any increase in the cost of the Goods to Highway Care that is due to:

(i) any request by the Customer to change the Delivery Date(s), quantities or types of Goods ordered, or the Specification in respect of the Goods;

(ii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Highway Care adequate or accurate information or instructions in respect of the Goods; or

(iii) any factor beyond Highway Care's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).

5 SERVICES

5.1 Highway Care shall:

(a) provide the Services to the Customer during the Service Period with reasonable care and skill in accordance (in all material respects) with the provisions of this Agreement and the Quotation;

(b) use reasonable endeavours to meet any performance dates specified in the Quotation, but such dates shall be estimates only and time shall not be of the essence; and

(c) use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Sites and Customer's premises and that have been communicated to it, provided that Highway Care shall not be liable under the Agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement.

5.2 Highway Care may make any changes to the Services which it considers necessary to comply with Applicable Laws, Local Authority requirements and/or safety requirements or which do not materially affect the nature or quality of the Services.

5.3 If the Customer can prove to Highway Care's reasonable satisfaction that, due to Highway Care's own act or omission, Highway Care has failed to perform the Services in accordance with this Agreement ("**Service Defect**"), then Highway Care shall at its option remedy such Service Defect:

(a) by re-executing the relevant part of the Services free of charge up to the amount of the Charges received by Highway Care for the provision of such Services (exclusive of any VAT); or

(b) by repaying or crediting to the Customer that part of the Charges paid by the Customer to Highway Care relating to the provision of the relevant part of the Services (exclusive of any VAT).

5.4 The Customer must notify Highway Care in writing of any claims under this Condition 5 within three months of the date when the relevant Services were performed.

5.5 On remedying any Service Defect in accordance with Condition 5.3, Highway Care shall have no further liability for the Service Defect other than Condition 5.3 shall apply to any re-performed Services.

6 DELIVERY, INSTALLATION AND REMOVAL OF EQUIPMENT

6.1 Highway Care shall hire the Equipment to the Customer during the Rental Period, for use at the Site, subject to these Conditions.

6.2 Highway Care shall not, other than in the exercise of its rights under this Agreement or Applicable Laws, interfere with the Customer's quiet possession of the Equipment.

6.3 Highway Care reserves the right to substitute any item of Equipment with alternative Equipment of an equivalent or better specification where the original item is unavailable due to operational, maintenance or supply reasons. Highway Care shall notify the Customer of any such substitution as soon as reasonably practicable. Any substituted Equipment shall be subject to these Conditions in all respects.

6.4 Delivery of the Equipment shall be made by Highway Care at the Site. If the Quotation includes Installation, Highway Care shall at the Customer's expense install the Equipment at the Site.

6.5 The Equipment shall be deemed Delivered by Highway Care on the completion of unloading the Equipment at the Site.

6.6 Highway Care shall use all reasonable endeavours to effect Delivery and/or Installation by the Delivery Date but any such dates are approximate only. Time is not of the essence in relation to the Delivery and/or Installation of the Equipment.

6.7 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery and/or Installation of the Equipment. Acceptance by such representative of Delivery and/or Installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition (save as regards any latent defects not reasonably apparent on inspection), complete and fit in every way for the purpose for which it is intended, and in respect of Equipment installed by Highway Care is installed in the correct location. The Customer's duly authorised representative shall, if requested, sign a receipt confirming such acceptance on request.

6.8 If the Customer fails to accept Delivery of the Equipment when Delivery is tendered by Highway Care, then, except where such failure is caused by Highway Care's failure to comply with its obligations under this Agreement

(a) the Equipment shall be deemed to have been delivered at 9.00 am on the date Highway Care tendered Delivery; and

(b) Highway Care shall store the Equipment until Delivery/Installation takes place and charge the Customer for all related costs and expenses (including insurance) incurred due to the delay.

6.9 The Customer shall ensure that prior to the removal of any Equipment, the Site is cleared of all debris, plant, equipment, and materials, and that the carriageway is in a clear, safe, and usable condition for public traffic to enable safe and expedient removal of the Equipment. If Highway Care determines that removal cannot be carried out safely due to Site conditions, the Equipment shall remain on Site at the Customer's sole risk until such time as the Customer has rectified the conditions to enable safe removal. For the duration of this period, the Customer shall incur a daily hire charge (calculated in accordance with the applicable hire rate under the Agreement) together with any abortive uplift costs incurred by Highway Care.

7 DIGITAL PRODUCTS

7.1 The Customer shall be given access to the Web Portal for the duration of the hire of Digital Products, subject to the Customer's acceptance of HRS's standard terms of use or service, including its standard form end user licence agreement, as amended from time to time;

7.2 Highway Care may use HRS's configuration and technical support services in relation to the Digital Products and the Customer's use of the Web Portal.

7.3 The Customer acknowledges and agrees that any Digital Products supplied and associated services are provided as an aid to support the Customer's compliance with its regulatory obligations but that it remains the responsibility of the Customer to ensure compliance with its regulatory obligations. Use of the Digital Products and Web Portal is neither intended to guarantee compliance with such regulatory obligations nor act as a substitute for the Customer's responsibility to put in place all training and other safety measures (in accordance with good industry practice)

to safeguard the Customer's personnel and ensure regulatory compliance.

8 TITLE, RISK AND INSURANCE

8.1 Subject to Condition 9.2(i), the Equipment shall at all times remain the property of Highway Care, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).

8.2 Subject to Condition 9.2(i), the risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period, and the Customer shall, at its own expense, obtain and maintain the following insurances, for the duration of the Rental Period:

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

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

8.3 The Customer shall, on demand provide confirmation acceptable to Highway Care and proof of premium payment to Highway Care to confirm the insurance arrangements.

8.4 The Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against Highway Care and HRS.

8.5 The Customer shall give immediate written notice to Highway Care in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment. Without prejudice to any other right or remedy available to it, if the Equipment is lost, stolen, damaged (including through removal of protective paint or application of paint, spray or other surface markings) or destroyed during the Rental Period, the Customer shall pay to Highway Care on written demand:

(a) the full repair costs (if the Equipment can be repaired in the reasonable opinion of Highway Care); or (if the Equipment cannot be repaired in the reasonable opinion of Highway Care) the replacement cost referenced in the Quotation for that item or if no replacement cost is referenced in the Quotation the full replacement costs for the damaged Equipment on a new for old basis plus 20% of the Equipment value to cover administration of repair or replacement; and

(b) a daily hire rate (calculated in accordance with the hire rate under the Agreement) from the date that the Equipment is lost, stolen, damaged or destroyed until the date that the Equipment is repaired or replaced and in the physical possession of Highway Care; and

(c) any other reasonable and proper costs which have been incurred by Highway Care in connection with the replacement or repair of the Equipment.

9 THE CUSTOMER'S RESPONSIBILITIES

9.1 ***Equipment***

(a) The Customer shall during the Rental Period:

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

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

(iii) maintain at its own expense the Equipment in good and substantial repair in accordance with all applicable operating manuals and other instructions by the manufacturer in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

(iv) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment unless the component(s) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Highway Care immediately on installation;

(v) keep Highway Care fully informed of all material matters relating to the Equipment;

(vi) keep the Equipment at all times at the Site and shall not move, alter or attempt to move any part of the Equipment to any other location without Highway Care's prior written consent;

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

(viii) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Highway Care, together with such additional information as Highway Care may reasonably require;

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

(x) not without the prior written consent of Highway Care, attach the Equipment to any land, vehicle or building so as to cause the Equipment to become a permanent or immovable fixture on such land, vehicle or building. If the Equipment does become affixed to any land, vehicle or building then the Equipment must be capable of being removed without material injury to such land, vehicle or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment;

(xi) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Highway Care in the Equipment (or HRS in respect of the Digital Products) and, where the Equipment has become affixed to any land, vehicle or building, the Customer must take all necessary steps to ensure that Highway Care may enter such land, vehicle or building and recover the Equipment both during the Rental Period and for a reasonable period thereafter;

(xii) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control, but if the Equipment is so confiscated, seized or taken, the Customer shall immediately notify Highway Care and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment;

(xiii) not use the Equipment for any unlawful purpose;

(xiv) ensure that at all times the Equipment remains identifiable as being Highway Care's (or HRS's property in the case of Digital Products) and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

(xv) be responsible for the removal of all and any dirt, rubble, waste materials or debris ("**Debris"**) that may accumulate in, under or on the Equipment during the Rental Period. Should any such Debris impact, interfere with or introduce any risks to the removal of the Equipment then Highway Care may, at its sole discretion, delay or abort and reschedule the removal (and Highway Care will continue to charge the agreed daily rate) until all such Debris has been removed, at the Customer's cost;

(xvi) remove all its property from the Equipment before the Equipment is returned to Highway Care. Highway Care shall not incur liability (be it by negligence or otherwise) in relation to any loss or damage to property remaining in or upon the Equipment and shall be entitled to dispose of any such property as it (in its sole discretion) sees fit; and

(xvii) deliver up/make available the Equipment at the end of the agreed Rental Period or on earlier termination of this Agreement at such address as Highway Care requires, or if necessary, allow Highway Care or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment. If any item of Equipment is not made available at the agreed time of collection, then Highway Care will continue to charge the agreed daily rate until collection is made (or delivered by the Customer, at their cost). Failing which Highway Care shall be entitled to invoice the Customer for the value of the non-returned item of Equipment (new for old). All Equipment shall be returned in the condition it was delivered (fair wear and tear excepted). Where Equipment is returned in a condition falling below this standard, C1TM reserves the right to charge the Customer for the repair or replacement costs in accordance with Condition **Error! Reference source not found.**.

9.2 ***Sale Of Equipment***

Equipment shall not be sold to the Customer under this Agreement unless Highway Care has expressly agreed to such sale in writing. If Highway Care has agreed to sell any equipment to the Customer, the Customer acknowledges and agrees that the sale is without warranty on an "as is" basis and that all conditions, warranties and terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

(i) The sale price of any such equipment shall be as agreed by Highway Care and the Customer in writing and shall be payable by the Customer in full and in cleared funds. Title to such equipment shall pass to the Customer when Highway Care receives payment in full (in cash or cleared funds) for such equipment. Where the equipment is not in the Customer's possession at the time of sale, risk shall pass to the Customer upon delivery of the equipment to the Customer. Where the equipment is already in the Customer's possession at the time of sale, risk shall transfer to the Customer when Highway Care receives payment in full (in cash or cleared funds) (or continue if already assumed under these Conditions).

9.3 ***General***

(a) The Customer shall:

(i) co-operate with Highway Care in all matters relating to the Agreement;

(ii) (unless included in the Quotation as a deliverable of Highway Care) at its sole expense provide Highway Care, its employees, agents, consultants and subcontractors, with all requisite materials, facilities, access (free of obstacles and debris), consents, permits, licences, approvals, road works, traffic management, builders works, scaffolding and other works and suitable working conditions as are reasonably required by Highway Care to enable it to comply with its obligations under the Agreement including the delivery of the Equipment, Goods and Services safely and expeditiously;

(iii) comply with all Applicable Laws and obtain and maintain all necessary authorisations, approvals, permits, consents and licences required for the use of the Equipment, Goods & Services under this Agreement (other than those referred to as Highway Care's responsibility in the Quotation);

(iv) provide Highway Care with such information and materials as Highway Care may reasonably require to supply the Services safely and efficiently, and ensure that such information is accurate in all material respects; and

(v) keep and maintain all Highway Care Materials at the Customer's premises in safe custody at its own risk and in good condition until returned to Highway Care, and not dispose of or use Highway Care Materials other than in accordance with Highway Care's written instructions or authorisation.

9.4 **Survey & Pre-Site Visit Information Request Form**

(a) Where indicated in the Quotation, the Order or otherwise requested by Highway Care, the Customer shall, at its own cost, procure that a site survey is carried out by suitably qualified personnel in order to identify all relevant site conditions, including obstructions, cables, underground and overhead services, utilities, ground conditions, structures and bridges ("**Survey**") and shall provide a copy of the Survey to Highway Care at least 10 Business Days prior to the scheduled Delivery Date or commencement of the Services. The Customer shall notify Highway Care of any changes, updates or issues identified in or affecting the Survey.

(b) If Highway Care requests the Customer to complete a pre-site visit information request form, pre-site visit questionnaire or similar document, the Customer shall complete it fully, accurately and to the best of its knowledge, and shall return the completed form to Highway Care promptly and in any event prior to commencement of the Services. The Customer warrants that all information provided is true, complete and not misleading, and shall immediately notify Highway Care in writing of any change to such information at any time before or during the performance of the Services.

9.5 ***Indemnity***

(a) The Customer acknowledges that Highway Care shall not be responsible for any loss of or damage to the Equipment during the Rental Period, or arising out of or in connection with any negligence, misuse, or mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Highway Care in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other

reasonable professional costs and expenses) suffered or incurred by Highway Care arising out of, or in connection with:

(i) the Customer's breach or negligent performance or non-performance of the Agreement, or any Condition;
(ii) the enforcement of the Agreement;
(iii) any claim made against Highway Care by a third party arising out of or in connection with the Agreement, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Customer, its employees, agents or sub-contractors; and
(iv) any service outage or equipment failure in respect of Digital Products that is not within Highway Care's or HRS' control.

10 EQUIPMENT WARRANTY

10.1 Subject to Condition 10.6, Highway Care warrants that the Equipment shall substantially conform to its specification (as made available by Highway Care). Highway Care shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:

(a) the Customer notifies Highway Care of any defect in writing within 3 Business Days of the defect occurring or of becoming aware of the defect;
(b) Highway Care is permitted to make a full examination of the alleged defect;
(c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Highway Care's authorised personnel;
(d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
(e) the defect is directly attributable to defective material, workmanship or design.

10.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Highway Care, the Customer shall be entitled only to such warranty or other benefit as Highway Care has received from the manufacturer.

10.3 If Highway Care fails to remedy any material defect in the Equipment in accordance with Condition 10.1, Highway Care may:

(a) accept the return of part or all of the defective Equipment and make an appropriate reduction to the Charges payable during the remaining term of the Agreement and, if relevant, return any Deposit (or any part of it); or
(b) replace the defective Equipment with Equipment of an equal or better standard.

10.4 On remedying any defect in accordance with Conditions 10.1 or 10.3, Highway Care shall have no further liability for the defect, other than Condition 10.1 shall apply to any repaired Equipment.

10.5 Where Equipment fails to perform as expected as a direct result of GPS Location or Data Coverage, Highway Care cannot be held legally liable as it is considered outside of its control.

10.6 Except as expressly stated, Digital Products are provided without warranties of performance. Customer's sole remedy for reproducible defects is repair, replacement, or reasonable service credits. No liability is accepted due to issues arising from Customer networks, third-party carriers, or GPS Location or Data Coverage limitations or interruptions in cover.

11 TRAINING SERVICES

This Condition 11 applies to all training services provided by Highway Care. To the extent of any conflict or inconsistency between Condition 11 and any other Condition that relates to the provision of training services, Condition 11 shall prevail.

11.1 All training sessions must be booked in advance and are subject to written confirmation by Highway Care.

11.2 The Customer is responsible for ensuring all delegate details provided at the time of booking are accurate.

11.3 Charges for training are set out in Highway Care's quotation or price list and shall be paid in full prior to the training course date, unless credit terms have been agreed in writing.

11.4 Once the training course and any related examinations have been completed, Highway Care will provide any awarding-body or attendance certificates, subject to prior payment of all applicable Charges.

11.5 The training course shall be provided in accordance with the course specification, in all material respects.

11.6 Cancellations of course bookings must be made in writing, which includes by email to the email address notified for this purpose. The following cancellation charges apply to cancellations:

(a) More than 14 days written notice; no charge;
(b) 7–14 days written notice; 50%;
(c) Less than 7 days written notice or non-attendance (including no shows and, at the discretion of Highway Care, delegates who arrive more than 15 minutes late); 100%.

11.7 The Customer may nominate a replacement delegate at no additional cost, provided Highway Care is notified in advance.

11.8 Highway Care may postpone or cancel training where necessary and the Customer may transfer to another date or receive a refund for the affected session.

11.9 All course materials remain Highway Care's property and may not be copied or distributed without permission.

11.10 Highway Care may remove a delegate for misconduct, health & safety issues, or non-compliance with reasonable instructions.

12 DESIGN SERVICES

This Condition 12 applies to all design services provided by Highway Care under the Agreement, including any design work relating to temporary works ("**Design Services**"). To the extent of any conflict or inconsistency between this Condition 12 and any other provision of these Conditions that relates to Design Services, this Condition shall prevail.

12.1 Highway Care shall provide only the Design Services specified in the Quotation or otherwise agreed in writing.

12.2 Unless expressly stated in the Quotation, the Design Services do not include acting as Temporary Works Designer, Principal Designer, Temporary Works Coordinator, Temporary Works Supervisor, undertaking BS 5975 checks, carrying out site inspections, or providing ongoing monitoring.

12.3 The Customer shall provide all required information, data, surveys and instructions relevant to the provision of the Design Services and Highway Care may rely on the accuracy of all such information without independent verification.

12.4 The Design Services are valid only for the Project, the configuration issued, and the specified conditions.

12.5 All Deliverables shall be used by the Customer solely for the Project and only in the form issued. All drawings and designs are prepared exclusively for the Customer and for the specific Project. They shall not be relied upon by any other person or used for any other purpose.

12.6 The Customer must not amend, adapt or reuse the Deliverables without Highway Care's written consent.

12.7 Any modification to the Deliverables, or to the works, conditions, configuration, loads or locations to which the design relate, made without Highway Care's prior written approval, shall invalidate the design and release Highway Care from all responsibility in connection with the design and related Deliverables.

12.8 Unless expressly stated in the Quotation, Highway Care is not responsible for implementation, erection, design checks, site supervision or temporary works control.

12.9 The Customer must notify Highway Care of any changes to conditions or configuration before implementing them.

12.10 Additional charges may apply for any required redesign or reassessment.

12.11 Drawings and designs provided by Highway Care may not be to scale.

13 CHARGES

13.1 **Charges**

(a) The Customer shall pay the Charges to Highway Care by the final date for payment, in cleared funds to a bank account nominated in writing by Highway Care. The final date for payment is 30 days after the date of the invoice, or calculated in accordance with any credit terms agreed by Highway Care in writing, or set out in the Quotation.

(b) The Customer shall issue a payment notice within five days of the due date specifying the sum it considers due and the basis on which it is calculated.

(c) If the Customer intends to pay less than the sum stated in the payment notice, it shall issue a pay less notice not less than five days before the final date for payment, specifying the reduced sum and the basis for calculation.

(d) The parties shall negotiate in good faith to resolve any dispute relating to the Charges promptly. Where only part of an invoice is disputed, the undisputed amount shall be paid by the Customer in accordance with Condition 13.1.

(e) The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

(f) Highway Care may adjust the Charges with effect from 1 April ("**Adjustment Date"**) of each year to reflect increases in the CPIH. The percentage change applied shall be the CPIH 12-month rate published in the February preceding the Adjustment Date (or, if unavailable, the most recently published CPIH 12-month figure). Highway Care shall give the Customer not less than one month's prior notice in writing of the proposed change.

(g) All Charges are calculated by reference to fuel prices prevailing at the date of the Quotation, based on the national average pump price for the preceding 12 months, as published in the UK Government's Weekly Road Fuel Prices data.

(h) Highway Care reserves the right to apply a fuel surcharge where the prevailing market price of fuel increases by more than 7.5% above the baseline price applicable on the Quotation date. Any such surcharge shall be applied to reflect the proportionate increase in fuel costs incurred in the performance of this Agreement.

(i) Any fuel surcharge will be reflected in the relevant invoice and shall be payable by the Customer on the same terms as the Charges under Condition **Error! Reference source not found.**; and

(j) Highway Care may pass through to the Customer any additional fuel-related costs directly and demonstrably imposed on it by third-parties in connection with the performance of this Agreement.

13.2 **Additional *Charges***

(a) Highway Care may apply Additional Charges, to include travelling and waiting time, if the Customer:

(i) fails to give appropriate instructions to facilitate the Delivery, Installation or collection of the Equipment;

(ii) prevents or delays the Delivery, Installation or collection of the Equipment;

(iii) fails to give free and uninterrupted access to the Site in accordance with these Conditions;

(iv) fails to obtain appropriate licences or authorisations required for the Delivery, Installation or collection of the Equipment;

(v) returns part of the Delivery having failed to accept the full quantity of Goods or Equipment;

(vi) instructs Highway Care to reinstall the Equipment due to any acts of vandalism or sabotage by a third party or for any other reason; and

(vii) instructs Highway Care to replace the Equipment in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

13.3 **Interest**

(a) If the Customer fails to make a payment due to Highway Care under this Agreement by the final date for payment, then, without limiting Highway Care's other remedies under this Agreement, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

(b) Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time.

13.4 **Cancellation**

(a) If the Customer wishes to cancel a pre-arranged or scheduled Installation, amendment, alteration or uplift of Equipment or supply of Services, such cancellation shall be notified as soon as reasonably practicable to avoid incurring a cancellation charge. All cancellations should be notified in person (or by telephone call) and confirmed in writing (including email) to Highway Care's Contract Manager assigned to the Project during normal business hours (Monday to Friday between 08:00hrs and 17:00hrs).

(b) Cancellation charges shall apply based on the notice period provided:

(i) Cancellation received within 24 hours of the scheduled commencement of works may incur 100% of the agreed Charges; and

(ii) Cancellation received between 24 and 48 hours prior to the scheduled commencement of works may incur 75% of the agreed Charges;

(iii) Cancellation received more than 48 hours prior to the scheduled commencement of works will not incur a cancellation charge, other than in accordance with Condition 13.4(c)

(c) Any third party costs incurred by Highway Care in connection with the cancellation, such as temporary traffic regulation orders, advertising costs or the hire of specialist equipment which cannot be avoided shall remain payable by the Customer irrespective of the cancellation notice period. Highway Care shall use reasonable endeavours to mitigate such third-party costs.

13.5 ***Deposit***

(a) The Deposit is a deposit against default by the Customer of payment of any Charges or any loss of or damage caused to the Equipment. The Customer shall pay the Deposit to Highway Care by the Commencement Date. If the Customer fails to pay any Charges when due under this Agreement or causes any loss or damage to the Equipment (in whole or in part), Highway Care may apply the Deposit against such default, loss or damage. The Customer shall pay to Highway Care any sums deducted from the Deposit within ten Business Days of a demand for the same.

(b) The Deposit (or balance thereof) shall be refundable within ten Business Days of the termination of the Agreement.

13.6 ***Credit Limits***

Highway Care may set and vary credit limits from time to time and withhold the supply of Services or Goods, or the hire of Equipment (or retake possession of Equipment already supplied) under the Agreement if

the Customer exceeds such credit limit.

13.7 ***Set Off & CIS***

(a) Highway Care may set-off under the Agreement any liability which it has or any sums which it owes to the Customer under the Agreement or under any other contract which Highway Care has with the Customer.

(b) Other than as set out in Condition 13.7(a) and 13.7 (c), all amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

(c) Where the services supplied under an Agreement fall within the scope of the DRC:

(i) Highway Care may require Customers to complete and return Highway Care's VAT Domestic Reverse Charge (CIS) End User Confirmation Form to allow Highway Care to verify the Customer's registration status with HMRC for DRC purposes;

(ii) if prior to payment the Customer's end-user or intermediary-supplier status changes for the purposes of the CIS, the Customer must promptly notify Highway Care of the change; and

(iii) unless and until the Customer provides a valid written end-user declaration in accordance with HMRC requirements, Highway Care will apply the Domestic Reverse Charge to any supplies that fall within its scope. Where the Customer provides a valid written declaration, Highway Care will charge VAT in the normal way.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in or arising out of or in connection with the Agreement (other than Intellectual Property Rights in any materials provided by the Customer), including the Highway Care Materials and the Deliverables shall be the property of Highway Care, or its licensors and Highway Care hereby grants to the Customer a fully paid-up, non-exclusive, royalty-free, non-transferable licence to such Intellectual Property Rights for the purposes of using the Deliverables, and receiving the Services, as contemplated by the Agreement.

14.2 The Customer grants Highway Care a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Highway Care for the term of the Agreement for the purpose of performing its obligations under the Agreement.

15 DATA PROTECTION

15.1 To the extent that a party receives Personal Data from the other party in relation to the Agreement each party acknowledges that it acts as a Data Controller in respect of any Personal Data which it receives and which is processed pursuant to the Agreement. Each party undertakes to the other that in processing such Personal Data it will comply with all Data Protection Laws. At any time, should Highway Care deem it necessary, the parties shall enter into a data processing agreement, in a form satisfactory to Highway Care, in respect of any Personal Data which is to be processed pursuant to the Agreement.

16 LIMITATION OF LIABILITY

16.1 Subject to Condition 16.2, the restrictions on liability in this Condition 16 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 Nothing in this Agreement limits any liability which cannot legally be limited including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.

16.3 Subject to Condition 16.2, Highway Care's total liability to the Customer under this Agreement:

(a) in relation to any damage to physical property caused by the negligence of Highway Care shall not exceed £50,000 in relation to any event or series of connected events; and

(b) in respect of all other losses arising under or in connection with the Agreement shall not exceed 100% of any Charges payable under this Agreement.

16.4 Subject to Condition 16.2, Highway Care shall not be liable under this Agreement for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

16.5 Highway Care shall have no liability arising from or contributed to by the Customer's continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent.

16.6 Subject to Condition 16.2, all warranties, conditions and other terms implied by statute or common law or other Applicable Law (including as to the quality or performance of the Equipment, Goods or Services) are, to the fullest extent permitted by law, excluded from this Agreement.

17 TERM & TERMINATION

17.1 Either party may immediately terminate the Agreement by giving notice in writing to the other party if:

(a) the other party commits a material breach of any of its obligations under the Agreement which is incapable of remedy;

(b) the other party commits a material breach of its obligations under the Agreement which is capable of remedy and fails to remedy it within (or persists in such breach after) 30 days of having been required in writing to remedy or desist;

(c) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default 10 Business Days after being notified in writing to make such payment;

(d) save to the extent prohibited by s233B Insolvency Act 1986, if

(i) the other party 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;

(ii) the other party 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;

(iii) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(iv) 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 other party;

(v) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;

(vi) the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;

(vii) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(viii) a creditor or encumbrancer of the other party 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 other party's assets and such attachment or process is not discharged within 14 days;

(ix) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub -Conditions (i) to (viii);

(e) the other party ceases, or appears in the reasonable opinion of the party seeking to terminate, likely or is threatening to cease, to carry on all or a substantial part of its business.

17.2 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Highway Care to terminate the Agreement under Condition 17.1(d), it shall immediately notify Highway Care in writing.

17.3 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

17.4 Without affecting any other right or remedy available to it, Highway Care may suspend the supply of Services or all further deliveries of Goods or Equipment (and the fulfilment of all obligations under any other contract between the Customer and Highway Care) if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in Condition 17.1(d) or Highway Care reasonably believes that the Customer is about to become subject to any of them.

17.5 Highway Care may terminate this Agreement by providing the Customer no less than 7 days' written notice.

18 CONSEQUENCES OF TERMINATION

18.1 The termination of the Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

18.2 Upon termination of the Agreement for any reason whatsoever:

(a) Highway Care's consent to the Customer's possession of the Equipment and access to the Web Portal shall terminate and Highway Care may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site(s) or any premises at which the Equipment is located;

(b) the Customer shall immediately return all Highway Care Materials and any Deliverables. If the Customer fails to do so then Highway Care may enter the Customer's premises and take possession of them;

(c) each of the parties shall immediately return to the other party (or, if the other party so requests by notice in writing, destroy) all of the other party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall make no further use of such Confidential Information;

(d) Highway Care may submit invoices for any Goods or Services that it has supplied (or Equipment rental) but for which no invoice has previously been submitted and the Customer shall pay these invoices immediately on receipt; and

(e) the Customer shall pay Highway Care on demand the Charges and other sums due but unpaid at the date of such demand.

18.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

18.4 For the avoidance of doubt Highway Care will not be responsible for any costs incurred by the Customer in connection with the exchange or replacement of Highway Care equipment following the date of the notice of termination.

19 FORCE MAJEURE & CUSTOMER DEFAULT

19.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations (except for those in relation to payment) under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

19.2 In the event of fuel shortages, rationing, allocation or supply restrictions arising from any cause beyond Highway Care's reasonable control, including acts of government or regulatory authority, such circumstances shall constitute a Force Majeure Event for the purposes of Condition **Error! Reference source not found.** and Highway Care's obligations shall be treated accordingly. During any such period, Highway Care reserves the right to allocate available fuel & other resources across its customers on an equitable basis without such allocation constituting a breach of this Agreement.

19.3 If the Force Majeure Event continues for three months or more, the party not affected may terminate this Agreement by giving 10 days' written notice to the affected party.

19.4 If Highway Care's performance of any of its obligations under this Agreement is prevented or delayed by a Customer Default, Highway Care shall:

(a) without limiting its other rights or remedies, have the right to, on written notice, suspend performance of the affected part of the Agreement until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from performance of any of its obligations to the extent that the Customer Default prevents or delays Highway Care's performance of such obligations; and

(b) not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Highway Care's failure to perform any of its obligations as set out in this Condition 19.4.

19.5 The Customer shall reimburse Highway Care on written demand for any costs or losses sustained or incurred by Highway Care arising directly or indirectly from a Customer Default.

20 CONFIDENTIALITY

20.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party (or any member of the group of companies to which that party belongs) disclosed or obtained as a result of the relationship of the parties under the Agreement and shall not use nor disclose the same save for the purposes of the proper performance of the Agreement or with the prior written consent of the other party.

20.2 Each party may disclose the Confidential Information:

(a) to its employees, officers, representatives or advisors who need to know such information for the purpose of exercising its rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the Confidential Information comply with this Condition 20; and

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

21 ASSIGNMENT AND OTHER DEALINGS

21.1 Highway Care may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

21.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

22 GENERAL

22.1 **Third Party Rights**

(a) Subject to Condition 22.1 (c) a person who is not a party to the Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Agreement.

(b) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any person that is not a party to the Agreement.

(c) HRS shall have the right to enforce and benefit from the provisions of this Agreement as if it were a party to it, but only to the extent expressly stated in this Agreement.

22.2 **No Partnership or Agency**

Nothing in the Agreement and no action taken by the parties pursuant to the Agreement creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

22.3 **Rights and remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.4 **Entire Agreement**

(a) The Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreement between the parties in relation to such subject matter.

(b) The parties acknowledge that the Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Agreement.

22.5 **Severability of Provisions**

(a) If at any time any part of the Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Agreement and the validity and/or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired as a result of that omission.

(b) If any provision or part-provision of this Agreement is deemed deleted under Condition 22.5(a), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision

22.6 **Waiver**

The rights and remedies of either party in respect of the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Agreement shall be in writing. The waiver by either party of any breach of Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

22.7 **Variation**

(a) Subject to Condition 22.7(b), no purported alteration or variation of Agreement or these Conditions shall be effective unless it is in writing, refers specifically to the Agreement and is signed by a duly authorised representative of each of the parties to the Agreement.

(b) The commercial terms relating to the supply of Goods, Services or hire of Equipment (including the description of Goods, Services, Equipment, Service or Rental Period, Charges and Delivery Date) may be agreed or amended after the Commencement Date. Any such changes shall be confirmed in writing (including by email) and shall automatically form part of the Order without requiring a formal variation of this Agreement. Highway Care may adjust Charges, timelines, and any other affected terms to reflect such changes. Where changes requested or caused by the Customer result in additional costs, delays, or resource allocation, Highway Care shall be entitled to recover all reasonable costs and expenses incurred, including any rescheduling, administrative, or third-party charges.

22.8 **Notices**

(a) Any notices sent under the Agreement must be in writing.

(b) Notices may be served by personal delivery, prepaid first-class post or other next Business Day delivery service to the relevant party's registered office (if a company) or its principal place of business (in any other case). All notices to Highway Care shall be copied to the Group General Counsel of Ramudden Global (UK) Limited at its registered office.

(c) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address (provided the notice is left during a Business Day, or the next Business Day if not);

(ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

23 DISPUTE RESOLUTION PROCEDURE

23.1 If a dispute arises out of or in connection with the Agreement or its performance, validity or enforceability, then the parties shall attempt in good faith to resolve the dispute by escalating the issue internally via their respective Contract Managers assigned to the Project; and then their respective Directors (or equivalent); and then their respective CFOs / COOs. At each level of escalation, the parties involved shall use all reasonable endeavours to resolve the dispute.

23.2 If, following escalation through each of the levels set out in Condition 23.1, the parties fail to resolve the dispute then the parties may refer the matter for resolution in accordance with Condition 24.

24 LAW AND JURISDICTION

24.1 The Agreement, these Conditions and any issues, disputes or claims arising out of, or in connection with any of them (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the laws of England and Wales.

24.2 For Agreements that are not construction contracts within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (as amended), the parties agree that there is no right to statutory adjudication and subject to first complying with Condition 23, all disputes or claims arising out of or relating to the Agreement and/or these Conditions shall be subject to the exclusive jurisdiction of the courts of the country in which Highway Care is registered to which the parties irrevocably submit.

24.3 For Agreements that are wholly or partly considered as construction contracts within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (as amended), either party may refer a dispute to adjudication at any time. The adjudicator shall be appointed by the Royal Institution of Chartered Surveyors (RICS) pursuant to its adjudicator nomination process. The adjudication shall be conducted in accordance with the Housing Grants, Construction and Regeneration Act 1996 and, where necessary, the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended).