

Standard Terms & Conditions of Supply

Definitions	
D&A	Design & Analysis Limited
Customer	The entity, whether an individual or a firm, which has engaged the services of D&A and which has provided a Purchase Order or any other verbal or written instruction to engage.
Purchase Order	The order document issued by the Customer setting out the details of its requirements.
Representative	The authorised individual identified on the Purchase Order.
Parties	Each party entered into the Purchase Order contract.
Services	All services specified in the Purchase Order, and which for the avoidance of doubt (where relevant) shall include such designs, reports or documents as are specified to be deliverable outputs of the Services.
Force Majeure	Means acts, omissions, events, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) (i) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or threat thereof; (ii) any act of state or other exercise of sovereign, judicial or executive prerogative by any competent government authority; or (iii) any act of God, earthquake, tempest, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm and other extreme adverse weather conditions; or (iv) a national or international pandemic. Any act, omission, event, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees

1. Applicability

- 1.1. Any services provided by D&A are subject to these Standard Terms and Conditions of Supply and any special conditions set out in our quotation for the work.
- 1.2. These Standard Terms and Conditions shall take precedence over any general terms and conditions or provisions of other documents of the Customer and shall apply in so far as they are not precluded by any statutory provision.
- 1.3. Any clauses to the contrary, whether printed on the commercial documents of the Customer or otherwise referred or purported to be incorporated, shall not be binding on D&A. Amendments to and derogations from these Standards Terms and Conditions shall apply only if set out on the face of the Purchase Order and shall be valid only for the Purchase Order concerned. In such a case the purchase order will need to be signed as accepted by D&A. Such amendment shall not establish a precedence or course of dealings in respect of future contracts.

2. Warranties

- 2.1. D&A warrants that each of its employees, subcontractors, or agents assigned to perform any services under the terms of this quotation shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform the Services in a competent and professional manner.
- 2.2. D&A warrants that we will remedy any service performance errors that are the fault of D&A at our own cost. However, D&A has no duty to incur direct costs for corrective action that fall outside of D&A's scope of supply.
- 2.3. The warranty in clause 2.2 will be limited to a period of 6 months from the date of the delivery of the work.
- 2.4. All D&A deliverables will require review and approval by our customer and/or an approval body with regard to final sign-off of the product or design being developed.
- 2.5. D&A are not responsible for the final sign-off of the product or design being developed.
- 2.6. D&A shall not be liable to any party for any indirect loss, including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss arising out of or in connection with our scope of supply.

3. Variation to Scope of Supply

- 3.1. No changes to the quoted Services scope of supply shall be valid unless they are agreed in writing between the parties respective Representatives and included within a Purchase Order.

4. Terms of Payment

- 4.1. The Customer agrees to pay D&A for the Services provided under the terms of this agreement.
- 4.2. Unless agreed otherwise, settlement shall be within 30 days of the end of the month in which the valid invoice is received.
- 4.3. Payment shall be in pounds sterling.
- 4.4. Prices shall be exclusive of VAT, which shall be at the prevailing rate in force on the applicable invoice.
- 4.5. In the event of failure to pay an invoice by the due date, D&A will claim interest on the overdue amount calculated at 8% per annum above the base lending rate published by the Bank of England. This is in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 under UK law. Interest will be charged for each late month by the issuing of a revised invoice.

5. Acceptance of Services

- 5.1. Acceptance or rejection of all work conducted, including all reports presented, must be received within 30 days of submission. The absence of feedback within this time is deemed acceptance. Rejection needs to provide sufficient reason as to why the scope or expected quality is not achieved. Acceptance is considered default if the work is used and/or disseminated.

6. Ownership of Services

- 6.1. All work conducted, including all reports presented and issued remain the property of D&A until payment for all issued invoices has been received in full.

7. Liability and Compliance

- 7.1. Supplier Liability

- 7.1.1. The Customer shall indemnify D&A against any loss or damage (including without limitation any personal injury and/or property damage) which it or its servants might cause to D&A, their sub-contractors, or to third parties through their fault or negligence in the performance of the Purchase Order.
- 7.2. Liability for Delay
 - 7.2.1. D&A will comply with the delivery and performance timescales set out in our quotation if all conditions therein are satisfied.
 - 7.2.2. D&A do not accept any liability of payment of liquidated damages unless these are specifically stated and agreed to both in our quotation and in an agreement separate to the purchase order and specific to the work being conducted and signed by both parties. Any such damages require a reasonable pre-estimate of the liability which D&A will suffer in the event of such delay.
- 7.3. Compliance
 - 7.3.1. D&A shall comply with its obligations at law, including without limitation all applicable anti-bribery, anti-slavery and data protection legislation and regulation.
- 8. Insurance**
 - 8.1. D&A maintain the types and amounts of insurance specified below:
 - 8.1.1. Professional Indemnity: £1,000,000
 - 8.1.2. Employers Liability Limit: £10,000,000.
 - 8.1.3. Public Liability Limit: £5,000,000.
 - 8.1.4. Products Liability Limit: £5,000,000.
 - 8.2. D&A require all sub-contractors to maintain insurance commensurate with the goods or services being supplied.
- 9. Confidentiality**
 - 9.1. Each party undertakes not to disclose the confidential information furnished by the other Party and identified as such, during either the negotiation phase or the performance of the Purchase Order, whilst the information is not in the public domain.
 - 9.2. Individual confidentiality agreements signed by the respective contract parties shall stand.
 - 9.3. Each party shall take the necessary steps to ensure compliance with those obligations by its representatives and servants.
- 10. Force Majeure**
 - 10.1. Neither party shall be liable to the other for a failure to perform its obligations in the event of an occurrence attributable to force majeure. The Party that is unable to fulfil its obligations shall notify the other Party as soon as possible and make every effort to provide an estimate of the duration of its inability.
- 11. Notices**
 - 11.1. In order to be valid, any notification or formal notice is to be sent by registered post with acknowledgment of receipt to the address indicated in the Agreement or Purchase Order, or, failing that, to the registered office of each Party.
- 12. Entire Agreement and Cumulative Remedies**
 - 12.1. These terms and conditions of supply and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of the contract of supply.
 - 12.2. The rights and remedies of D&A shall be cumulative with any other rights, remedies or liabilities that might be available at law, custom and practice or otherwise, whether express or implied.
- 13. Dispute Resolution**
 - 13.1. In the event of a dispute or difference arising between the parties which cannot be resolved at a working level, the matter will be escalated to the senior management or directors of the Parties. If they are unable to achieve a resolution the matter may be referred to mediation or another method of alternative dispute resolution. Notwithstanding the foregoing, neither Party shall be prevented from referring a dispute to the courts.
- 14. Law Applicable and Jurisdiction**
 - 14.1. The law applicable shall be English law, and the parties submit to the exclusive jurisdiction to the courts of England and Wales.