



The following are the terms and conditions under which TimelessTime shall complete consulting work and other projects.

1 GENERAL

1.1 The following definitions shall apply to any Contract:

"TimelessTime" means TimelessTime Limited, a company registered in England, company registration number 07036445.

"Goods" means the tangible items including reports, information, source and object code and data supplied to the Purchaser by TimelessTime.

"Order" means the order placed with TimelessTime for Goods and/or Services. An Order shall also be considered to exist if TimelessTime has made an offer to supply and the Purchaser has accepted or tacitly accepted that offer.

"Purchaser" means the person, firm or company requesting supply and taking delivery of the Goods and Services.

"Services" means performance of various activities and work for, and the giving of information and associated deliverables to, the Purchaser by TimelessTime.

"Specification" means the document defined as "Statement of Work" or "Method Statement" or "Product Specification" or "Quotation" or any other documentation agreed by TimelessTime as setting out the nature of Goods and/or Services to be supplied and against which performance is to be determined.

1.2 These Terms and Conditions, together with the Order and the Specification shall constitute the entire agreement between the parties in relation to the provision of Goods and Services and supersedes any and all previous contracts entered into between the parties. No representation, warranty or other statement (whether in writing or otherwise) made by TimelessTime shall be of any effect (and is expressly disclaimed by TimelessTime) unless it has been specifically reduced into writing and set forth in the Terms, the Order or the Specification. In the event of any conflict between the Terms, the Order and the Specification, the Order shall take precedence over the Terms and the Specification shall take precedence over both the Order and the Terms.

2 VALIDITY

2.1 TimelessTime shall supply the Goods and provide the Services to the Purchaser.

2.2 Unless otherwise agreed in writing all quotations tenders and Orders made or accepted by TimelessTime are subject to the following conditions. Quotations made and tenders submitted are not offers for sale and any Order is subject to acceptance of the Order and the provision of or agreement to a Specification by TimelessTime.

2.3 The Specification will expressly include certain Goods and Services. Goods and Services not included in the Specification are, for the avoidance of doubt, excluded from the Specification. Where the Purchaser requests that Goods and Services not included in the Specification be supplied, TimelessTime reserves the right to make additional charges for provision of those additional Goods and Services.

3 PRICES

3.1 Unless otherwise stated, prices quoted are those current on the date of quotation and are valid for 30 days thereafter, unless previously withdrawn.

3.2 Prices quoted are subject to adjustment in accordance with any subsequent tax, surcharge or other levy imposed by the UK Government.

3.3 Orders must be accompanied by sufficient information to enable TimelessTime to proceed with the Order forthwith otherwise TimelessTime shall be at liberty to amend the prices quoted to cover any increase in costs as a result of insufficient information being available. Time lost in waiting for goods or information from the Purchaser shall be charged at the prevailing TimelessTime daily rate.

3.4 Changes in the scope or Specification at the Purchaser's request or increases in the cost of material and labour beyond the rates applying at the date of the quotation shall render the price subject to increase accordingly.

3.5 Where TimelessTime facilitates in a contract between a third-party supplier and the Purchaser, TimelessTime shall act as agent for the Purchaser and shall have no liability to either Purchaser or third party under that contract.

3.6 Unless expressed otherwise, prices quoted exclude the cost of travel and subsistence necessary to execute the contract, which will be charged to the Purchaser's account at cost. Unless otherwise agreed, the time to position staff from TimelessTime's headquarters in Hawick, UK, to the Purchaser's chosen work location shall be charged to the Purchaser at the prevailing TimelessTime standard hourly rate.

3.7 Unless otherwise agreed, prices exclude any meetings with the Purchaser or his agents for any purpose whatsoever. Where these are requested, they will be charged to the Purchaser's account at the prevailing TimelessTime daily rate.

3.8 TimelessTime will point out in quotations and tenders any recurring costs associated with the Goods and Services to be supplied. The Purchaser agrees to pay such additional invoices levied by TimelessTime or by third party suppliers unless associated contracts are cancelled by the Purchaser meeting the prevailing cancellation conditions.

3.9 In the event that the Purchaser's requirements change either by expression or implication following the placement of an Order, the parties shall agree a revised Specification. TimelessTime shall charge for the time needed to revise the Specification at the prevailing daily rate.

3.10 TimelessTime may enter contracts to supply Goods and Services over many months during which inflationary pressures may impact TimelessTime's costs. TimelessTime reserves the right to vary the contract price to take account of change in cost of goods, services, transport, staff costs and other overheads. TimelessTime will advise such changes in writing giving reasonable notice.

4 DELIVERY

4.1 Any times for delivery of Goods and Services specified by TimelessTime are advisory only and TimelessTime shall not be liable for any failure to meet specified delivery times or deadlines under any circumstances. All delivery times or deadlines quoted



are an indication contingent upon receipt of all necessary information from the Purchaser for the work to proceed at the rate anticipated.

5 TRANSIT

5.1 Prices for Goods and for deliverables associated with Services to be delivered to the Purchaser are quoted assuming that TimelessTime will deliver at its cost either in the UK using Royal Mail or both in the UK and internationally using email. Delivery shall be signified by signed receipt or by electronic acknowledgement on arrival at the Purchaser's designated email server. In the event that the Goods are not received by the Purchaser and the Purchaser notifies TimelessTime of the non-receipt of the Goods within 7 days of the expected delivery time, TimelessTime shall replace the Goods as soon as practicable.

6 DESPATCH

6.1 The Purchaser shall provide TimelessTime with instructions for the delivery of the Goods and Services with the Order. If delivery instructions are not received within seven days of TimelessTime's advice to the Purchaser that the Goods and Services are ready for despatch TimelessTime shall be entitled to invoice forthwith and make an appropriate storage charge. Any subsequent additional charges arising from delayed despatch will be for the Purchaser's account.

7 PACKING

7.1 Unless otherwise specified all packing is non-returnable.

8 DELIVERY & PASSING OF PROPERTY

8.1 The Goods and Services shall be deemed to have been delivered and to have been taken over by the Purchaser when they are off-loaded at the point of delivery or are received by the Purchaser's designated email server. All risks shall pass to the Purchaser upon delivery.

8.2 Software supplied either as data or executable files may also be subject to the signing by the Purchaser of a software Licence. Rights associated with the Goods and Services in this case shall only pass to the Purchaser on receipt by TimelessTime of the signed Licence.

8.3 Notwithstanding that the risk in any Goods and Services supplied to the Purchaser has passed upon Delivery, full legal and equitable title and interest in any and all Goods and Services supplied to the Purchaser shall remain with TimelessTime and shall not pass to the Purchaser until TimelessTime shall have received payment in full of all amounts owing from the Purchaser to TimelessTime.

8.4 As long as title remains with TimelessTime, the Purchaser shall have the power to deal with or use the Goods and Services in the normal course of business and, subject to clause 8.5, to dispose of the Goods and Services by way of a bona fide sale at market value.

8.5 If the Purchaser shall sell any of the Goods and Services to any third party, it shall hold all monies received from that third party as trustee for TimelessTime and shall hold the same to the order of TimelessTime until all amounts owing from the

Purchaser to TimelessTime are paid. If any of the Goods and Services are sold by the Purchaser on credit to any third party, the Purchaser shall ensure that such third party shall not gain title to the Goods and Services until full payment is made.

8.6 TimelessTime shall be entitled to recover the Price for the Goods and Services notwithstanding that title in any of the Goods and Services has not passed from TimelessTime.

8.7 Until such time as title in the Goods and Services passes from TimelessTime to the Purchaser, TimelessTime shall be irrevocably authorised by the Purchaser to enter the Purchaser's premises without prior notification and to do all things necessary to remove and re-possess the Goods and Services delivered to the Purchaser.

8.8 Goods loaned or hired to the Purchaser during the execution of any contract shall be returned promptly to TimelessTime on request in the condition originally supplied. No copies shall be made. In the event that the Goods are not returned within 30 days of a request for return, TimelessTime will invoice the Goods at the prevailing list prices.

9 COMMUNICATIONS

9.1 TimelessTime will appoint a project manager who will be the sole point of contact with the Purchaser on all issues regarding the Contract. The Purchaser shall likewise appoint a single point of contact. TimelessTime shall communicate with that individual on all matters relating to the Contract taking instruction from that individual alone.

10 TERMS OF PAYMENT

10.1 Unless otherwise agreed for Open and Approved Accounts, payment for Goods and Services and associated charges shall be made within 30 days of delivery. TimelessTime reserves the right to charge interest at the rate of 1.5% per month on all overdue accounts. Opening orders should be accompanied by two satisfactory credit references, failing which a pro-forma invoice will be rendered for payment before commencement of the project.

10.2 Unless otherwise agreed supply of Goods and Services shall be the subject of separate contracts. Payments for the supply of Goods shall not be withheld by reason of any dispute over provision of Services and vice versa.

10.3 TimelessTime reserves the right to suspend delivery of any Order from the Purchaser at any time when an account of the Purchaser is overdue.

10.4 Part shipment and part invoicing for Goods and Services delivered as part of the Contract shall be permissible. Payments for part supply shall not be withheld by reason of any dispute over subsequent or previous deliveries.

10.5 Where TimelessTime supplies Goods and Services over an elapsed period of more than one calendar month, it shall invoice for work done in each month on the last day of the month during which services were performed.

11 GUARANTEE

11.1 TimelessTime warrants that all Goods and Services supplied shall be compliant with the Specification and free from defects in materials and workmanship for a period of 6 months from despatch.

11.2 In the event of breach of the warranty contained in Clause 11.1, TimelessTime undertakes to repair defects in the Goods and Services or replace such Goods and Services (at its option). Provided always that unless otherwise agreed in writing such defective Goods and Services shall be returned (at the Purchaser's cost) to TimelessTime's offices. If the Goods and Services are found not to be in breach of warranty or have not been used or stored in accordance with industry practice and/or any instructions supplied, then the entire costs of the test repair or replacement and carriage shall be borne by the Purchaser and shall be charged for at TimelessTime's prevailing daily rate.

11.3 In respect of Goods, parts, components, software or data not manufactured nor written by TimelessTime, the Purchaser shall receive only the benefit of such guarantee or warranty or such guarantee or warranty remaining, whichever is the lesser, as shall be given by the third-party manufacturer or supplier thereof to TimelessTime.

11.4 In respect of Services, TimelessTime undertakes to use all reasonable skill and care to ensure that the conclusions reached in the course of the performance of the Services are as a result of valid assumptions, information and know-how. If any claims by the Purchaser that the Services have not been performed in accordance with the warranty are made within one week of delivery of the Services, TimelessTime undertakes to complete such work as is necessary to investigate these claims. Where any claim of breach of warranty is found to be invalid TimelessTime will charge the Purchaser for all work in investigation. Where any claim of breach of warranty is found to be valid, TimelessTime will make corrective action and resupply at its cost.

11.5 The warranty contained in Clause 11.2 and 11.4 is given in lieu of any warranty, condition or liability implied by law in respect of any defect or failure in the Goods or Service supplied, or any loss, injury or damage attributable thereto (other than liability for death or personal injury resulting from TimelessTime's own negligence).

11.6 Where TimelessTime supplies Services it will use its reasonable endeavours to ensure that the information and advice given is correct. TimelessTime will not be liable for the accuracy of this information and advice, and it is for the Purchaser to verify the fidelity of the information and advice supplied.

12 LIABILITY

12.1 Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with Specification shall (whether or not delivery is refused by the Purchaser) be notified to TimelessTime within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within seven days after discovery of the defect or failure. If delivery is not refused, and the Purchaser does not notify TimelessTime accordingly, the Purchaser shall not be entitled to reject the Goods or

Services and TimelessTime shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods or Services had been delivered in accordance with the Contract.

12.2 UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF TIMELESSTIME UNDER OR IN CONNECTION WITH THE CONTRACT EXCEED THE PRICE PAID FOR THE GOODS OR, IN THE CASE OF SERVICES, THE PRICE PAID BY THE PURCHASER FOR THE SERVICES UNDER THAT ORDER IN THE PREVIOUS 12 MONTHS.

12.3 TIMELESSTIME SHALL NOT BE LIABLE TO THE PURCHASER BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT), OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY THE NEGLIGENCE OF TIMELESSTIME, ITS EMPLOYEES OR AGENTS OR SUB-CONTRACTORS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT. NOTHING IN THE CONTRACT SHALL LIMIT TIMELESSTIME'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY TIMELESSTIME'S NEGLIGENCE.

12.4 Where data is issued by the Purchaser to TimelessTime for TimelessTime's use in pursuit of the Contract either in physical or machine-readable form or where the Purchaser specifies data to be used in delivered Goods or Services, TimelessTime will expect the Purchaser to have reached the necessary agreements for such use with the owner of that data. The Purchaser shall indemnify and hold blameless TimelessTime in the event of any subsequent Copyright infringement or other claim.

13 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

13.1 The Goods and Services supplied by TimelessTime to the Purchaser are for the Purchaser's sole use in developing its organisation.

13.2 Unless otherwise agreed, nothing in this Contract shall assign to the Purchaser any copyright, patent, trademark and other intellectual property rights in the Goods and Services.

13.3 The Purchaser agrees that any and all technical or other information including but not limited to source or object code, know-how, methods, reports, drawings, images and other data in whatever form disclosed to the Purchaser or delivered to the Purchaser is confidential.

13.4 Unless otherwise agreed, none of the Goods and Services shall be reproduced by the Purchaser and neither such Goods nor Services nor any copies or duplicates thereof shall be used by the Purchaser or released out of the Purchaser's possession nor shall the content thereof be divulged by the Purchaser to any party.

13.5 The Purchaser agrees that the provision of software, information or data does not permit nor provide a licence to manufacture or have manufactured



any part, component, system, algorithm, process or element of the Goods or Service supplied.

13.6 By receiving the Goods, or information or data from any Service, the Purchaser may acquire statutory obligations such as those of confidentiality and control under the Data Protection Act 2018. The Purchaser undertakes to complete such investigations and take such action as it needs to comply with prevailing law.

13.7 In delivering the Goods and Services TimelessTime shall take reasonable steps to ensure that all information provided to it by the Purchaser remains confidential. This undertaking excludes information that the parties agree can be made public or that can be shared with others in the course of providing the Services.

13.8 In delivering the Goods or providing the Services TimelessTime shall take reasonable steps to ensure the privacy of any person associated with the work or any person who is a subject of the Goods and Services including but not limited to the Purchaser's job applicants, directors and employees. TimelessTime shall comply with the Data Protection Act 2018.

14 ARBITRATION

14.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the Contract shall be the substantive law of England.

15 TERMINATION

15.1 Either party may terminate the Contract immediately on written notice to the other party if the other party has become bankrupt or insolvent or is the subject of any winding up proceedings (not being a members' voluntary winding-up for the purposes of reconstruction or amalgamation) or is the subject of an appointment of a receiver, administrative receiver or administrator.

15.2 If the Purchaser fails to pay any sum to TimelessTime within 14 days of such sum becoming due for payment, TimelessTime may terminate this Contract immediately on written notice.

15.3 Without prejudice to Clause 15.2, if either party is in material breach of this Contract, and fails to remedy such breach within 14 days of written notification of the breach from the other party, that other party may terminate this Contract immediately on written notice.

16 CONSEQUENCES OF TERMINATION

16.1 In the event that this Contract is terminated under Clause 15, TimelessTime, without prejudice to any other rights it may have, will invoice the Purchaser for Goods and Services it has supplied to the Purchaser and any for work in progress it has prepared ready for supply up to and including the day of termination and

the Purchaser shall be liable to pay the fees as specified in the invoice.

17 ASSIGNMENT

17.1 This Contract is personal to the Purchaser and the Purchaser shall not assign or transfer or purport to assign or transfer to any other person or entity of its rights or sub-contract any of its obligations thereunder, without the prior written consent of TimelessTime.

18 RIGHTS OF THIRD PARTIES

18.1 Persons who are not party to this Contract have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

19 SEVERANCE

19.1 If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Contract and the enforceability of the remainder of the Contract shall not be affected.

20 APPLICABLE LAW AND JURISDICTION

20.1 This Contract shall be governed by and construed in accordance with the laws of England.

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