



Net Zero International Limited

General Terms & Conditions

November 2021



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1 INTRODUCTION

These General Terms and Conditions shall apply to all services proposed or provided by Net Zero International Limited (“NZI”), which are delivered entirely or partially to the Client.

2 DEFINITIONS

In these General Terms and Conditions, the following definitions are applicable:

“Client” means the organisation or company to whom NZI provides its services;

“Confidential Information” means any information disclosed by the Client to NZI and by NZI to the Client, either directly or indirectly. Confidential Information may include, by way of example but without limitation, documents, products, specifications, formulae, equipment, formulas, models, employee information, records, quality monitoring schemes/programs, training materials, business strategies, customer lists, supplier lists, know-how, drawings, pricing information, inventions, ideas, and other information, or its potential use, that is owned by or in possession of the Client and/or NZI, respectively;

“Contract” means the contract between the Client and NZI which defines the scope of the Engagement and the services to be rendered by NZI, as well as the fees payable for the services. More specifically, the Contract shall consist of Quotes and/or Invoices from NZI to the Client, these Terms and Conditions and any other documents (or parts thereof) defining the services to be rendered by NZI;

“the Engagement” means any agreement, in whatever form, reached between NZI and the Client pursuant to which NZI agrees to render services to the Client in exchange for fees and/or costs;

“Force Majeure” means any cause beyond the reasonable control of the affected party, including, but not limited to, any act of God, terrorism, war, riots, acts of the public enemy, fires, strikes, labour disputes, accidents, or any act in consequence of compliance with any order of any government or governmental authority;

“Project” means the services, jobs and/or works to be provided by NZI to the Client as specified in the NZI Quote and/or Invoice;

“NZI Quote and/or Invoice” means the document(s) setting out the services to be provided by NZI to the Client and listing any documents and/or other requirements to be provided by the Client to NZI such that NZI may perform the Project;

“Subcontractor” means either an associate, affiliate, subsidiary of NZI or an independent contractor that is qualified to perform the applicable services as contemplated by the Engagement and the Contract, and has been contracted by NZI accordingly, as evidenced by an agreement in writing.



3 GENERAL

- 3.1 These General Terms and Conditions govern the provision of all services from or on behalf of NZI to the Client and apply to all legal relationships between NZI and the Client.
- 3.2 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client. Failure of NZI to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of the Client. Neither NZI's commencement of performance nor NZI's delivery of services shall be deemed or constituted as acceptance of any of the Client's terms and conditions. Any communication or conduct of the Client which confirms an agreement for the provision of services by NZI, as well as acceptance by the Client of any provision of services from NZI shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.
- 3.3 By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and NZI, even if this is not expressly stated.

4 PERFORMANCE OF THE PROJECT

- 4.1 NZI shall determine the manner in which and the person by whom the Engagement will be carried out, taking into account, as far as is feasible, the reasonable requests expressed by the Client.
- 4.2 NZI shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.
- 4.3 The Client hereby accepts that the time schedule allocated for the performance of an Engagement may be subject to change in case of amendment to the Engagement and/or the services to be provided thereunder.
- 4.4 In case of any change of circumstances under which the Engagement is to be performed which cannot be attributed to NZI, NZI may make any such amendments to the Engagement as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the client.
- 4.5 NZI may, at its discretion and, where possible, in consultation with the Client, replace the person or persons charged with performing the Engagement, if and in so far as NZI believes that such replacement would benefit the performance of the Engagement.
- 4.6 NZI shall provide the Client with such reports of its work on the Project at such intervals and in such form as the Client may from time to time require. The Client has the right to notify NZI that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the Contract fee, any additional costs and the completion date of the Project.



5 SUBCONTRACTORS

- 5.1 NZI shall be free to involve Subcontractors, availing of specific expertise, in the performance of the Project, provided that NZI shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to NZI. If requested by the Client, NZI shall identify these Subcontractors, specifying in each case their specific expertise.

6 CLIENT'S OBLIGATION

- 6.1 The Client shall at all times duly make available to NZI all information and documents that NZI deems necessary to be able to carry out the Engagement correctly, in the specified form and manner. Also, the Client shall provide all cooperation required for the proper and timely performance of the Engagement.
- 6.2 The Client guarantees that if any NZI staff or Subcontractors operate from the Clients premises, they can at all times work under safe conditions, in accordance with the relevant health and safety regulations and environmental rules and shall indemnify and hold harmless NZI against all loss, expense or damage arising from or relating to this guarantee by the Client.
- 6.3 The Client shall duly inform NZI of any facts and circumstances that may be relevant in connection with the execution of the Engagement.
- 6.4 Furthermore, the Client shall guarantee the correctness, completeness and reliability of any information provided to NZI.

7 FEES AND EXPENSES

- 7.1 The Client shall pay to NZI fees at the rate specified in the Quote and/or Invoice.
- 7.2 Unless otherwise stated in the Contract, NZI shall be entitled to be reimbursed by the Client for all traveling and lodging expenses reasonably and properly incurred in the performance of NZI's duties hereunder subject to production of such evidence thereof as the Client may reasonably require.
- 7.3 Unless otherwise stated in the Contract, payment will be made within 5 working days of Client receiving an invoice from NZI. In most circumstances, payment shall be made in advance of NZI commencing the services. Payment shall be into the bank account mentioned in the invoice.
- 7.4 All quotes, proposals and estimates are provided excluding any taxes or duties. Value Added Tax and any other government imposed taxes, where applicable, shall be shown separately on all invoices.
- 7.5 Any extra costs arising from or related to any delays in the completion of the Engagement stemming from the failure of the Client to duly make available to NZI the requested information and documentation, shall be fully borne by the Client.



8 INTELLECTUAL PROPERTY

- 8.1 All results generated by NZI in the Project, including reports, other documents and materials, shall become the property of the Client. NZI shall provide all reasonable assistance such that the Client may apply for patents, copyrights and other intellectual property rights in respect of these results.

9 CONFIDENTIALITY

- 9.1 NZI shall keep secret and not disclose and shall procure that their employees and Subcontractors keep secret and not disclose any Confidential Information obtained by them during the performance of the Project. The foregoing shall not apply to information which (i) is or becomes part of the public domain without fault on the part of NZI; (ii) was already known by NZI, other than under an obligation of confidentiality, at the time of disclosure by the Client; (iii) is lawfully acquired by NZI from a third party on a non-confidential basis; or (iv) NZI is required to disclose pursuant to any law, lawful governmental, quasi-governmental or judicial order.
- 9.2 Except with the prior written permission of NZI, the Client shall not publish or otherwise make available the contents of proposals, quotes, reports, presentations, memos, or other communications by NZI, unless these have been provided with the intention of providing third parties with the information set out therein. Furthermore, the Client shall not disclose any of NZI's methods, workings and work strategies without NZI's written permission.
- 9.3 The provisions of this Article 9 shall apply during the term of the Contract and for a period of five (5) years thereafter.

10 WARRANTIES, LIABILITY AND INDEMNIFICATION

- 10.1 NZI, and any person put forward by NZI to perform the Project, shall not be liable if the services provided or the results generated by them in the Project are not absolutely correct, nor does NZI, or any person put forward by NZI to perform the Project, warrant, either expressed or implied, that the performance by them of the Project will not infringe upon intellectual property rights of any third party.
- 10.2 NZI, nor any person put forward by NZI to perform the Project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Project results by the Client, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of NZI or its employees. The Client shall indemnify NZI accordingly.
- 10.3 The Client shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by NZI, its employees or third parties, related to the performance by NZI of the Project, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of the Client or its employees. NZI shall indemnify the Client accordingly.



- 10.4 Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, NZI's liability shall in aggregate not exceed the price for the Project. In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.



11 TERM AND TERMINATION

- 11.1 Any times or dates set forth in the Contract for provision or completion by NZI of the services under the Project are estimates only and shall never be considered of the essence. Furthermore, the parties hereby acknowledge that the time schedule set out for the performance of the Engagement may change during the course of said performance. In no event shall NZI be liable for any delay in providing these services.
- 11.2 Either party may terminate the Contract by notice in writing forthwith in the event the other party: (i) is in default with respect to any material term or condition to be undertaken by it in accordance with the Engagement and / or the provisions of the Contract, and such default continues unremedied for a period of thirty (30) days after written notice thereof by the aggrieved party to the defaulting party; (ii) is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months; or (iii) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).
- 11.3 If the Client issues a termination notice, the Client shall be obliged to pay NZI a compensation equal to the agreed fees apportioned to the services already rendered by NZI, plus any additional costs incurred by NZI as a result of said early termination.
- 11.4 In case NZI cannot be reasonably expected to complete the works due to unforeseen circumstances, NZI may unilaterally terminate the Contract and the Engagement. The Client shall be liable for payment of an amount corresponding to the fees due for services already performed, while being entitled to receive the (preliminary) results of the services already performed, without the Client being entitled to derive any rights therefrom.

12 INDEPENDANCY

- 12.1 NZI shall perform the Contract as an independent contractor and shall not be the servant nor agent of the Client.

13 NOTICES

- 13.1 Any notice given under or pursuant to the Contract shall be given in writing and shall be given by mail, registered mail or by facsimile transmission to the other party at the respective registered company addresses, or to such other address as a party may by notice to the other have substituted therefore. Any such notice shall be deemed to have been received on the second (2nd) business day following the date of its mailing if sent by (registered) mail within the UK, on the seventh (7th) business day following the date of its mailing if sent by (registered) mail outside the United Kingdom or on the next business day immediately following the date of transmission if sent by electronic mail.



14 OBSERVANCE OF LEGAL REQUIREMENTS

- 14.1 NZI shall carry out its obligations under the Contract in a manner that conforms to relevant legal requirements.
- 14.2 Without prejudice to the generality of Article 14.1, in carrying out its obligations under the Contract NZI shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

15 GOVERNING LAW AND JURISDICTION

- 15.1 All disputes which cannot be settled amicably shall be referred to the applicable courts in England & Wales, and the parties consent to the jurisdiction of the courts there.
- 15.2 The Contract is governed by and interpreted in accordance with the laws of England & Wales.

16 FORCE MAJEURE

- 16.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance.