

MIS CONVERSIONS LTD. TERMS OF BUSINESS

1. DEFINITIONS

- 1.1. In these Terms of Business the following definitions apply:
- "Client"** means the person, company, firm or corporate body who will be invoiced directly by the company for and goods or services
- "Customer"** means the person, company, firm or corporate body who the goods or services are supplied to but would normally pay the client for the goods or services supplied by the company
- "Company"** means MIS Conversions Limited of
Centrix Business Park, Sandall Stones Road, Kirk Sandall, Doncaster, South Yorkshire, DN3 1QR
- "Purchase Order"** means directive supplied to the company from the client requesting goods or services, this can be supplied to the company as a numeric value or an email requesting the goods or services
- "Contract"** the contract between MIS Conversions Limited and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
- "Conditions"** these terms and conditions as amended by MIS Conversions Limited from time to time.
- "Change"** an amendment to:
(a) the scope, nature, volume or execution of the Goods and/or Services under this Contract; or
(b) any other term of this Contract.
- "Data Protection Legislation"** all applicable data protection and privacy legislation in force from time to time in the UK (including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended), and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

- 1.2. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. WARRANTY

- 2.1. The company will warrant any goods or services they have supplied to the client for 12 months from the point of invoice unless otherwise stated at the point of sale.
- 2.2. The Warranty for the supply of goods will remain with client and they must return them to the company for inspection and testing prior to the warranty expiring, if any cost is incurred in shipping or removal this will be the responsibility of the client.
- 2.3. The warranty for the supply of services will be for 12 months from the point the service was supplied. This warranty consists of the company re visiting the location of the service at a mutually agreed time between the company and the client/customer to rectify the issue if a minor issue, major issues must be returned to the company at the client/customers expense for rectification but the company will not cover any hire costs for replacement vehicles. If the company cannot rectify the issue the company will appoint a supplier who can, this supply of service warranty will only be valid providing that;
- 2.3.1 the company have been informed in a timely manner and given the opportunity to rectify the situation as the company will not accept nor pay an invoice for work that has already been carried out by a third party.
- 2.3.2 none of the services provided have been tampered with.
- 2.3.3 the issue is not due to services or goods supplied by a third party, customer or client
- 2.3.4 there are no signs of excessive wear and tear, water, heat, chemicals, impact, damage or vandalism
- 2.4. All parts fitted are covered by a 12 month warranty but "Vantage Systems" racking solutions are covered for the life it is fitted in the vehicle providing it was fitted on a MIS Conversions site but it must not have been modified, overloaded, damaged (water, heat or impact), vandalism or signs of mis use.
- 2.5. Paint work on chassis components and beds is warranted for 12 months providing that there are no signs the paint has been damaged revealing metal on any affected panel and these repairs must be brought back to a MIS Conversion site for repair, it is the client/customers responsibility to return and collect the vehicle at their own expense and the company will not be liable for any replacement vehicle costs. Due to the nature of the work paint work will not carry any warranty for refuge, waste, chemical or salt carrying vehicles.
- 2.6. Livery warranty is 12 months (unless otherwise stated) providing it is not damaged, subjected to excessive heat, damage, modification, vandalized, pressure washed or subject to any corrosive chemical. Refer to section 5 for other information regarding livery. Warranty will normally be carried out at the client /customers site but if adequate conditions are not available (see section 5.2) they client/customer must return the vehicle to a MIS Conversions site, it is the client/customers responsibility to return and collect the vehicle at their own expense and the company will not be liable for any replacement vehicle costs.
- 2.7. For all warranty claims section 7.1 shall apply.

3. PAYMENTS AND INVOICING

- 3.1. The Client agrees:
- 3.1.1 To pay all invoices within 30 days from the date of invoice
- 3.1.2 All work is invoiced from the completion of the job and not delivery of the vehicle/asset if the customer is still waiting for a third party to complete other tasks the job will still be invoiced under the 30 days payment terms.
- 3.1.3 Payment by exception in the event of query
- 3.1.4 To accept and pay any late payment charges as deemed by the company
- 3.2. The client will notify the company of any discrepancies on invoices received within 3 days of receipt, discrepancies cannot be submitted after this time period.
- 3.3. The company reserves the right to charge interest on invoiced amounts unpaid at the rate of 4% above the base rate of the Bank of England from the due date until the date of payment plus an administration fee of £75+VAT at the prevailing rate, each written communication thereafter will be charged at an additional £45, telephone conversations £35.
- 3.4. In the event of non-payment the company reserves the right to withdraw its services with no notice given.
- 3.5. Invoice queries will still be subject to clause 3.3
- 3.6. If payments are not settled within 45 days of invoice the company reserve the right to unwind any work performed and recover any goods supplied, the client and customer agree to give the Company free access to remove the equipment. In this event it shall be the absolute responsibility of the Client to ensure the safety of any remaining electrical systems and the Client will be responsible for any breakage or other damage caused during this action unless the same is caused by the failure to exercise reasonable care and skill by the Company,
- 3.7. If payments are not made on time the company reserves the right to cancel payment terms at which point all invoices existing and future become due for immediate payment.
- 3.8. reasonable costs and losses incurred in recovering the above-mentioned fees including debt recovery, legal fees, debt collection costs, unwinding of work and recovery of goods will be charged to the client or customer.
- 3.9. Divisibility Clause
- a) The company reserves the right to make deliveries/and or services by instalments and render a separate invoice in respect of each such instalment.
- b) If the company exercises its right to make deliveries/and or services in accordance with sub paragraph (a) above, then any delay in provision of such deliveries/and or services, or failure to deliver any further installment or installments, shall not entitle the client or customer to reject the contract or the delivery/services of any other installment or to withhold payment in respect of any installment previously delivered/served
- 3.10. Any stock held at our premises that has been invoiced to the client and is to be called off at a later date must be paid for in full in accordance with the terms stated on the invoice. Title to the goods will transfer to the client upon full payment of the invoice. Once payment has been made, the goods are held entirely at the client's risk. If the client has not collected the goods, within six months from the invoice date, the business reserves the right to dispose of the goods unless the client has expressly requested that they be retained for a longer period. All payments relating to stock held at our premises and called off at a later date must be made in full and without any deduction, contra, or offset unless previously agreed in writing.

4. SUPPLY OF SERVICES

- 4.1. Quotations to customers or clients and pricing submissions in tenders are only valid for 30 days unless pre agreed in writing between the client /customer and the company.
- 4.2. MIS Conversions Ltd shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 4.3. MIS Conversions Ltd shall use all reasonable endeavors to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.4. MIS Conversions Ltd warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.5. Where MIS Conversions Ltd receives Customer Vehicles and/or Customer Materials for the provision of Services, the Customer acknowledges and accepts that some components of the Customer Vehicles and/or Customer Materials (as applicable) may require removal and/or alteration in order for MIS Conversions Ltd to

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effectively supply the Services (and associated Goods).

- 4.6. MIS Conversions Ltd. Cannot be held responsible for conversions that have taken place or taking place and it is discovered that the base vehicle supplied is incorrect, it is the manufacturer, dealers and customers responsibility to ensure this is correct.
- 4.7. MIS Conversions Ltd shall use its reasonable discretion as to what components are removed and/or altered.
- 4.8. MIS Conversions Ltd shall notify the Customer of any and all components that MIS Conversions Ltd removes from the Customer Vehicles and/or Customer Materials and shall make these components available for collection and/or delivery to the Customer (each at the Customer's cost and risk) for a period of 15 Business Days after notification.
- 4.9. If the Customer agrees to MIS Conversions Ltd disposing of the components or if, 15 Business Days after MIS Conversions Ltd notifies the Customer that the components are ready for collection and/or delivery, the Customer has not collected them or confirmed instructions (and paid MIS Conversions Ltd) for delivery, MIS Conversions Ltd may resell or otherwise dispose of part or all of the components at MIS Conversions Ltd.'s sole discretion and title to such components shall pass to MIS Conversions Ltd directly before any such resale or disposal.
- 4.10. The nature of the Services (and in particular, installation Services) is such that occasionally MIS Conversions Ltd will be required to make changes to the Services Specification and/or Goods Specification (as applicable) during the installation process. MIS Conversions Ltd reserves the right to make such changes, without prior notification to the Customer, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the installation Services, and MIS Conversions Ltd shall notify the Customer in any such event.
- 4.11. If, due to any fault or delay by the Customer or Customer appointed suppliers, MIS Conversions Ltd is delayed from commencing Services or any part thereof, MIS Conversions Ltd shall be entitled to charge the Customer for any additional costs incurred by MIS Conversions Ltd that are associated with such fault or delay.
- 4.12. Storage of vehicles at any MIS Conversions site is done so as part of the conversion cost and is stored and fully insured until 30 days after the invoice date, at this point MIS Conversions may at its own discretion invoice the customer/client additional storage costs.
- 4.13. MIS Conversions will have no liability for vehicle batteries that have been stored at any MIS conversions site after 2 full calendar months.
- 4.14. **Supply only orders**
 - 4.11.1 Unless otherwise agreed between the parties, MIS Conversions Ltd shall deliver the Goods to the location set out in the Order (**Delivery Location**) at any time after MIS Conversions Ltd notifies the Customer that the Goods are ready. If the parties agree (in the alternative) that the Customer shall collect the Goods from MIS Conversions Ltd.'s premises (as set out in the Order), such collection location shall be the Delivery Location and the Customer shall collect the Goods from the Delivery Location within 5 Business Days of MIS Conversions Ltd notifying the Customer that the Goods are ready for collection.
 - 4.4.2 Delivery of the Goods (for Supply-only Orders only) shall be completed on the completion of unloading (if delivered by MIS Conversions Ltd) or loading (if collected by the Customer) of the Goods at the Delivery Location.
 - 4.4.3 On completion of delivery, the Customer (or any individual instructed to collect Goods on the Customer's behalf) shall be required to sign a delivery note confirming that the Goods have been inspected by the Customer. For the avoidance of doubt, completion of the delivery note by the Customer shall not forfeit the Customer's rights in relation to any agreed warranty (i.e. for Goods shortages, non-compliance with Services Specifications and/or Goods Specifications or defective Goods or workmanship) but shall act as proof that the Goods were without obvious damage or defect at the point of collection.
 - 4.4.4 MIS Conversions Ltd 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.
 - 4.4.5 The Customer shall notify MIS Conversions Ltd in writing within 3 Business Days of the date of delivery of the Goods of any Goods defects or shortages, pursuant with clause 4.11.1.
 - 4.4.6 If the Customer fails to accept or take (as the case may be) delivery of the Goods within 5 Business Days of MIS Conversions Ltd notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by MIS Conversions Ltd.'s failure to comply with its obligations under the Contract in respect of the Goods, MIS Conversions Ltd shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
 - 4.4.7 If 10 Business Days after MIS Conversions Ltd notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken (as the case may be) delivery of them, MIS Conversions Ltd may resell or otherwise dispose of part or all of the Goods.

5 LIVELY SUPPLY AND INSTALLATION

- 5.1 Where the Order includes Services relating to installation of vehicle graphics and those Services are to be performed by MIS Conversions Ltd at a location, as set out in the Order, that location is not MIS Conversions Ltd.'s own premises (Installation Location), the provisions of clauses 5.2.1 and 5.3 shall apply.
- 5.2 Unless otherwise agreed in writing with MIS Conversions Ltd, the Customer shall:
 - 5.2.1 make the Customer Vehicle(s) available to MIS Conversions Ltd at the Installation Location on the agreed date (and time-frame, where applicable) for the purpose of performing the Services; if vehicles are not available see clause 5.3 & 6.
 - 5.2.2 present the Customer Vehicle(s) to MIS Conversions Ltd in a clean and dry state, free from vehicle wax and/or grease;
 - 5.2.3 the Customer Vehicle(s) must be sited undercover and with a minimum ambient temperature of 18 degrees Celsius (18°C). In addition the Installation Location must:
 - 5.2.3.1 have adequate lighting;
 - 5.2.3.2 have access to utilities (including a mains electrical point within 5 meters of the Customer Vehicle(s));
 - 5.2.3.3 be well ventilated;
 - 5.2.3.4 have clear, unobstructed access around the Customer Vehicle(s); and
 - 5.2.3.5 be reasonably dirt and dust free,
- 5.3 If a member of the MIS Conversions Ltd.'s personnel attends the locations at the approx.. time on the date detailed in the Order and is unable to perform the Services due to the Customer's failure to meet the requirements of clause 5.2, the Customer shall be obligated to pay for the Services in full. To re-arrange the Services, the Customer shall be required to submit a new Order (for which it shall be required to pay the charges outlined in that Order in full).
- 5.4 The overall finish achieved by MIS Conversions Ltd in the performance of the Services will be affected by any existing damage to the Customer Vehicle(s) or irregular paint surface (including surface corrosion or rust). The Customer acknowledges and agrees that MIS Conversions Ltd shall not be liable for any failure of the Services to comply with any MIS Conversions Ltd warranty (including any referred to in clause 2 Warranty) if that failure is a result of existing damage to or insufficient paint or surface quality of the Customer Vehicle(s). This clause 5.4 shall apply to all vehicle graphics installation service, whether performed at an Installation Location or on MIS Conversions Ltd.'s premises.

6 CANCELLATION FEE

- 6.1 Work carried out at a customer's site or any site that is not a location of MIS Conversions cancellations will be charged at the full purchase order or job value if the engineer is on site or the cancellation notification was not received within 72 hours (excluding weekends and bank holidays) Cancellations must be emailed to cs@mis-uk.co.uk as verbal communication will not be accepted. If cancelled before the 72 hours (excluding weekends and Bank Holidays) any parts that have been ordered/manufactured may be subject to payment in full or a restocking fee.
- 6.2 Work carried out in a MIS Conversion Limited site or workshop that is cancelled will still be subject to any labour content and all parts re stocking fees or payment in full for and components that have been manufactured or cannot be cancelled, profit on all parts manufactured or order will also be subject to loss of profit that MIS Conversions Ltd would charge., the amounts will be at the discretion of the company. Cancellations requests must be emailed to cs@mis-uk.co.uk and will only be live once a confirmation email back from the company has been sent, at this points costs if any will be communicated back client/customer. 6.2 becomes live once MIS Conversions Ltd have received a vail PO from the customer.

7 LIABILITY

- 7.1 The company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client or Customer arising from or in any way connected with the Company's actions For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8 LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 8.2 Subject to clause 8.1, MIS Conversions Ltd shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 8.2.1 Loss of profits;
 - 8.2.2 Loss of sales or business;
 - 8.2.3 Loss of agreements or contracts;
 - 8.2.4 Loss of or damage to goodwill; and

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- 8.2.5 Any indirect or consequential loss;
- 8.2.6 Loss of anticipated savings;
- 8.2.7 Loss of use or corruption of software, data or information.

- 8.3 Subject to clause 8.1, MIS Conversions Ltd.'s total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 50% of the total charges paid under the Contract.
- 8.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5 This clause (8) shall survive the termination of the contract.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.2 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by MIS Conversions Ltd
- 9.3 MIS Conversions Ltd grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free license to the Intellectual Property Rights in the Goods and Services for the purpose of receiving and using the Goods and Services.
- 9.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 9.2.
- 9.5 The Customer grants MIS Conversions Ltd a fully paid-up, non-exclusive, royalty-free non-transferable license to copy and modify any materials provided by the Customer to MIS Conversions Ltd. for the term of the Contract for the purpose of providing the Goods and Services to the Customer. The Customer warrants that it has authority (or has obtained all necessary consents) to grant the rights given under this clause 9.4.

10 FORCE MAJEURE

- 10.1. Neither party shall be in breach of the Contract nor liable for any delay or failure to perform any of its obligations under the Contract, where that party (the **Affected Party**) is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event. For the purposes of this Contract, "Force Majeure Event" shall mean any event, circumstance or cause beyond the Affected Party's reasonable control, including (without limitation): acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts, and any interruption or failure of utility service.

11 CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
 - 11.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 11.2.2 as maybe required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12 LAW

- 12.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

13 SUPPLIERS TO MIS CONVERSIONS

14 The supplier shall

- 14.1 provide the Goods and/or Services to MIS Conversions in accordance with the Purchase Order and these terms and conditions;
- 14.2 meet any performance dates for the supply of Goods and/or Services specified in the Purchase Order or notified to the Supplier by MIS Conversions;
- 14.3 replace any Goods lost or damaged in transit at the Supplier's expense;
- 14.4 ensure Goods and/or Services are free from defects in design, materials and workmanship and provide a 12 month warranty (or longer if this is pre agreed) in respect of all Goods and/or Services supplied to MIS Conversions;
- 14.5 co-operate with MIS Conversions in all matters relating to the supply of the Goods and/or Services, and comply with all instructions.
- 14.6 supply the Goods and/or Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 14.7 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with these terms and conditions;
- 14.8 ensure the reliability of its personnel by vetting staff appropriately with regards to eligibility to work in the UK and for the handling or any sensitive or confidential information;
- 14.9 ensure that the Goods and/or Services will conform with all descriptions and specifications set out in the Purchase Order, and that the Goods and/or Services shall be fit for any purpose expressly or impliedly made known to the Supplier by the MIS Conversions
- 14.10 obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;
- 14.11 not do or omit to do anything which may cause the Customer to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that MIS Conversions may rely or act on the Goods and/or Services.

15 MIS Conversions

- 15.1 If the Supplier fails to deliver the Goods and/or perform the Services in accordance with the Purchase Order and these Terms and Conditions, MIS Conversions shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 15.1.1 to terminate the Contract/PO without penalty and with immediate effect by giving written notice to the Supplier;
 - 15.1.2 to refuse to accept any subsequent performance of the Contract which the Supplier attempts to make;
 - 15.1.3 to recover from the Supplier any costs incurred by MIS Conversions in obtaining substitute Goods and/or Services from a third party;
 - 15.1.4 where MIS Conversions have paid in advance for Goods and/or Services that have not been provided by the Supplier, to have such sums refunded;
 - 15.1.5 to claim damages for any additional costs, loss or expenses incurred by MIS Conversions which are in any way attributable to the Supplier's failure to meet applicable dates.
 - 15.1.6 If the Goods and/or Services do not so comply MIS Conversions are entitled at its option either to return the Goods at the risk of the Supplier and reject the Goods and/or Services and require the Supplier to re-perform the Contract, or accept the whole or part of the Goods and/or Services supplied by the Supplier but without prejudice to any rights of MIS Conversions to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

THE TERMS AND CONDITIONS SHALL APPLY TO THE PURCHASE ORDER, EMAIL REQUEST GIVEN OR ATTACHED AND ANY SUBSEQUENT CONTRACT BETWEEN US FOR THE SUPPLY OF THE SERVICES. PLEASE READ CAREFULLY AS ACCEPTANCE OF THIS DOCUMENT WITHOUT ANY OBJECTIONS IN WRITING WITHIN SEVEN DAYS OF RECEIPT PRIOR TO ANY WORK OR SUPPLY OF GOODS WILL CONSTITUTE ACCEPTANCE.