
Terms and Conditions of Services

Welcome to Driemtech Ltd. By using our services, you agree to comply with and be bound by the following terms and conditions. Please review them carefully.

In these Terms and Conditions:

“DT” means Driemtech Ltd, whose registered office is at Unit 10 Kinsbourne Farm, Wick End, Stagsden, Bedford, Bedfordshire, MK43 8TS, Registered No. 14318055, VAT Registration No. GB426 9809 59.

“DT Website” means the Driemtech website at <https://www.driemtech.com>

“Agreement” means these Terms and Conditions together with the Scope of Work.

1. General

- 1.1. These Terms and Conditions apply to all Services provided by DT.
- 1.2. The specific details of the Services, including deliverables, charges and timescales, will be set out in a separate Scope of Work and Specification agreed by both parties before work begins.
- 1.3. Together, these Terms and Conditions and the Scope of Work form the entire agreement between the parties.
- 1.4. These Terms and Conditions apply only to Services. Separate terms and conditions apply to products and equipment supplied by DT.
- 1.5. Any marketing, website content, advertising material or other descriptive matter issued by DT is for information only and does not form part of the Agreement.
- 1.6. By issuing a Purchase Order and/or signing the Agreement, the Customer confirms acceptance of these Terms and Conditions.
- 1.7. In the event of any inconsistency between these Terms and Conditions and the Scope of Work, the Scope of Work shall take priority in relation to the Services described in it. These Terms and Conditions shall apply to all other matters.

2. Services

- 2.1. DT does its best to provide Services:
 - 2.1.1. In accordance with applicable laws
 - 2.1.2. In compliance with the relevant sections and Health and Safety requirements of the applicable Standards, Directives and Regulations.
 - 2.1.3. In accordance with any performance dates set out in the proposal, any such dates are estimates only and DT will not be liable if it fails to meet such dates.

3. Customer Responsibilities

- 3.1. The Customer shall:
 - 3.1.1. Co-operate with DT in all matters.
 - 3.1.2. Provide to DT in a timely manner all documents, information, items and materials reasonably required by DT in connection with service and ensure accuracy and completeness.
 - 3.1.3. Comply with all applicable laws, policies, and refrain from using our services for unlawful activities.

- 3.2. Any changes to the agreed specification need to be agreed with an Engineering Change Request form (“ECR”) and signed by both parties. The ECR will include revisions to applicable charges and schedules.
- 3.3. No change to the Services, the Scope of Work, the Specification, or any other part of this Agreement shall be effective unless agreed in writing by both parties.
- 3.4. Any request by the Customer to change the agreed Services, deliverables, or timelines must be submitted in writing. DT is not obliged to accept any requested change.
- 3.5. Where a change is agreed, the parties shall complete an Engineering Change Request (“ECR”) or other written variation document. The ECR will set out any resulting adjustments to:
 - 3.5.1. the Charges,
 - 3.5.2. the delivery schedule or performance dates, and
 - 3.5.3. any other terms affected by the change.
- 3.6. DT shall not be required to commence any changed or additional Services until the ECR or variation document has been signed by both parties.
- 3.7. If the Customer asks DT to proceed with work before a variation has been formally agreed, DT may suspend the Services until the variation is confirmed in writing.

4. Customer Materials, Equipment and Data

- 4.1. Any materials, equipment, components, tools, drawings, data or other items supplied by the Customer to DT (“Customer Materials”) shall remain the property of the Customer.
- 4.2. The Customer is responsible for ensuring that all Customer Materials are:
 - accurate, complete and suitable for use; and
 - delivered to DT in a timely manner.
- 4.3. DT shall take reasonable care of Customer Materials while they are in its possession. However, DT shall not be liable for:
 - any loss or damage arising from defects, inaccuracies or deficiencies in the Customer Materials;
 - any loss or damage caused by the Customer Materials being unsuitable or unsafe to handle or use;
 - any indirect or consequential losses arising from damage to Customer Materials.
- 4.4. Risk in Customer Materials remains with the Customer at all times.
- 4.5. If Customer Materials are not collected within 30 days of written notice, DT may, at its discretion:
 - return them at the Customer’s cost; or
 - dispose of them, acting reasonably, without liability to the Customer.
- 4.6. DT may charge the Customer for any storage, handling, inspection or disposal of Customer Materials where this is necessary due to delays or failure by the Customer to provide instructions.

5. Charges

- 5.1. Charges for services are set out in the Scope of Work.
- 5.2. All charges are Ex-Works and exclude VAT, Delivery, Duties and any other local taxes, which DT will add.

6. Payment

- 6.1. Unless otherwise agreed in writing, all invoices are payable within 30 days of the invoice date.
- 6.2. A 50% deposit is required with the Purchase Order and signed Agreement. Services will not commence until the deposit is received in cleared funds.
- 6.3. Stage payments will be made as set out in the Scope of Work.
- 6.4. If the Customer fails to make any payment by the due date:
- 6.5. Interest will accrue on overdue amounts at the statutory rate set by the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% above the Bank of England base rate) from the due date until full payment is made.
- 6.6. The Customer will be charged the fixed statutory compensation for late payment (£40 / £70 / £100 depending on invoice value), plus any reasonable debt recovery costs incurred.
- 6.7. DT may suspend Services until payment is made in full.

DT may declare all outstanding invoices immediately due and payable.

7. Warranties and Remedies

- 7.1. DT warrants that the services will be provided at the highest standard of quality using reasonable care and skill. If any service provided falls short of this standard, DT will re-provide the relevant service.
- 7.2. The customer will have no entitlement to remedies in respect of any untrue statement which it relied in ordering Services (unless such untrue statement was made fraudulently) other than any remedy set out expressly in these terms and conditions.
- 7.3. Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of Services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality and fitness for purpose).
- 7.4. The Customer acknowledges that it is responsible for ensuring that the Services it orders are fit for the purposes for which it intends to use them.

8. Liability

- 8.1. Nothing in this Agreement limits or excludes either party's liability for:
 - 8.1.1. death or personal injury caused by its negligence;
 - 8.1.2. fraud or fraudulent misrepresentation; or
 - 8.1.3. any liability which cannot legally be limited or excluded.
- 8.2. Subject to clause 1, DT shall not be liable to the Customer for any:
 - 8.2.1. indirect, special or consequential loss or damage;
 - 8.2.2. loss of profits, revenue, business, contracts or anticipated savings;
 - 8.2.3. loss of production or productivity;
 - 8.2.4. loss of data or corruption of data; or
 - 8.2.5. loss of reputation or goodwill.
- 8.3. Subject to clause 1, DT's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory

duty or otherwise, shall not exceed the total charges paid or payable by the Customer in the 12 months immediately preceding the event giving rise to the claim.

- 8.4. DT shall not be liable for any loss or damage arising from:
 - 8.4.1. any inaccuracies, defects or omissions in Customer Materials or information provided by the Customer;
 - 8.4.2. delays or failures caused by the Customer or its representatives;
 - 8.4.3. any use of the Services or Deliverables other than for their intended purpose.
- 8.5. The Customer shall take all reasonable steps to mitigate any loss or damage it may suffer

9. Anti-Bribery

- 9.1. Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the *Bribery Act 2010*.
- 9.2. The Customer shall not offer, promise, give, request or accept any bribe or improper financial advantage in connection with the Services.
- 9.3. DT may immediately terminate this Agreement if it reasonably believes that the Customer has breached this clause.

10. Modern Slavery

- 10.1. Each party warrants that it complies with the Modern Slavery Act 2015 and that neither it nor its supply chain engages in forced labour, servitude, human trafficking or any form of modern slavery.
- 10.2. DT may terminate this Agreement immediately if it believes the Customer is in breach of this clause.

11. Data Protection

- 11.1. Each party shall comply with its obligations under the *UK GDPR* and the *Data Protection Act 2018*.
- 11.2. DT will process personal data provided by the Customer only as required to provide the Services and in accordance with DT's Privacy Policy (as amended from time to time).
- 11.3. The Customer warrants that it has obtained all necessary consents and has a lawful basis to provide DT with personal data for processing.

12. Dispute Resolution

- 12.1. If a dispute arises, the parties shall first attempt to resolve it through good-faith negotiations between senior representatives.
- 12.2. If the dispute cannot be resolved within 14 days, the parties will attempt mediation in accordance with CEDR (or similar) guidelines before commencing legal proceedings.
- 12.3. Nothing in this clause prevents either party from seeking urgent injunctive relief.

13. Intellectual Property

- 13.1. Pre-existing intellectual property of each party remains that party's exclusive property.
- 13.2. Unless otherwise agreed in writing, all intellectual property rights created by DT in the course of providing the Services ("Deliverables") shall remain the property of DT.
- 13.3. Upon full payment of all charges due, DT grants the Customer a non-exclusive, non-transferable licence to use the Deliverables solely for the Customer's internal business purposes.

- 13.4. The Customer shall not copy, modify, distribute, reverse-engineer or create derivative works from the Deliverables without DT's written consent.

14. Confidentiality

- 14.1. Each party undertakes to keep confidential all information (in any form) that is disclosed to it by the other party and that is identified as confidential or which ought reasonably to be understood to be confidential ("Confidential Information").
- 14.2. Confidential Information includes (without limitation):
- 14.2.1. technical information, specifications, designs, drawings and data;
 - 14.2.2. business plans, pricing, financial information and commercial terms;
 - 14.2.3. trade secrets and know-how; and
 - 14.2.4. the existence and terms of this Agreement.
- 14.3. The receiving party shall:
- 14.3.1. use the Confidential Information solely for the purpose of performing or receiving the Services under this Agreement;
 - 14.3.2. not disclose the Confidential Information to any third party except as permitted by this Agreement; and
 - 14.3.3. take reasonable steps to ensure its employees, agents and subcontractors comply with the obligations in this clause.
- 14.4. A party may disclose Confidential Information:
- 14.4.1. to its professional advisers, provided they are bound by confidentiality obligations;
 - 14.4.2. where disclosure is required by law, court order or regulatory authority, provided the disclosing party (where lawful) gives the other party reasonable notice;
 - 14.4.3. if the information becomes publicly available through no fault of the receiving party;
 - 14.4.4. if the information is already known to the receiving party without breach of any confidentiality duty; or
 - 14.4.5. if the information is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- 14.5. On termination or expiry of this Agreement, each party shall, at the written request of the other:
- 14.5.1. return all Confidential Information in its possession; or
 - 14.5.2. securely destroy it and confirm in writing that this has been completed.
- 14.6. This confidentiality clause shall survive termination or expiry of this Agreement, however arising.

15. Term and Termination

- 15.1. This Agreement commences on the date the Purchase Order and signed Agreement are received by DT, together with any required deposit, and continues until completion of the Services unless terminated earlier in accordance with this clause.
- 15.2. Either party may terminate this Agreement for convenience by giving the other party 30 days' written notice.
- 15.3. Either party may terminate this Agreement immediately by written notice if the other party:
- 15.3.1. commits a material breach of this Agreement which is not capable of remedy;
 - 15.3.2. commits a material breach which is capable of remedy but fails to remedy it within 14 days of receiving written notice requiring it to do so;



- 15.3.3. becomes insolvent, is unable to pay its debts, enters into administration, receivership or liquidation (other than for a solvent restructuring), or has a receiver, administrator or similar officer appointed; or
- 15.3.4. ceases or threatens to cease to carry on business.
- 15.4. DT may terminate the Agreement immediately if the Customer fails to pay any amount due under this Agreement within 7 days of receiving a written demand for payment.
- 15.5. On termination or expiry of this Agreement for any reason, the Customer shall:
 - 15.5.1. immediately pay all outstanding invoices, including any interest;
 - 15.5.2. pay for all Services performed up to the termination date which have not yet been invoiced (DT may issue an invoice for such Services, payable immediately); and
 - 15.5.3. return or destroy all DT Confidential Information in accordance with the Confidentiality clause.
- 15.6. Termination of this Agreement does not affect any accrued rights, remedies, obligations or liabilities of either party existing at the date of termination.
- 15.7. Any clause which by its nature is intended to survive termination shall continue in full force and effect, including those relating to confidentiality, intellectual property, liability limits, payment, and dispute resolution.

16. Force Majeure

A force majeure event is any event beyond the reasonable control of DT (including but not limited to strikes, pandemic, epidemic, crisis or outbreak, governmental measures, traffic congestion, the downtime of any external line, or DT's inability to procure the services, materials or articles required for the performance of this Agreement except at enhanced prices). If DT is prevented or restricted from carrying out all or any of its obligations under these terms and conditions by reason of any force majeure event, then DT shall be relieved of its obligations during the period that such event continues and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, DT may cancel the affected order, without any liability to the Customer.

17. Miscellaneous

- 17.1. DT may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior consent of the Customer.
- 17.2. No variation of this Agreement shall be effective unless it is in writing and agreed by both parties. Email confirmation is acceptable for the purposes of agreeing a variation.
- 17.3. Any notice given by one party to another under this Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement or communicated by email to accounts@driemtech.com and in all cases marked for the attention of the relevant party.
- 17.4. Notices delivered by hand or sent by email shall be deemed received on the day of delivery (unless received after 5.00 pm, in which case they shall be deemed received

on the next business day). Notices sent by prepaid first class post or special delivery shall be deemed to have been given two business days after the date of posting.

- 17.5. No failure or delay by a party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.
- 17.6. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
- 17.7. This Agreement shall endure to and be binding on each party and its respective successors and permitted assigns.
- 17.8. No express term of this Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 17.9. This Agreement shall be governed by and interpreted in accordance with English Law and the Customer submits to the exclusive jurisdiction of the English courts, but DT may enforce this Agreement in any court of competent jurisdiction.
- 17.10. If any part of these terms and conditions is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then it is the parties' express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.

18. Amendments

- 18.1. DT reserves the right to modify these terms at any time. Customers will be notified of any significant changes.