

Sales of Temporary Assets – General Terms & Conditions

1. Definitions:

"Agreement" means the Sales Invoice and these General Terms & Conditions.

"Asset" means the item of plant, equipment, machinery, materials, or the like with an asset number and any related accessories, spare parts and user manuals, documentation and other physical material supplied by the Seller to the Purchaser as identified in the Sales Invoice.

"Bribery Laws" means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and any future legislation enacted in replacement of it

"Collection Address" means the address or location identified in the Sales Invoice from which the Purchaser shall collect the Asset(s).

"Data Protection Laws" means all applicable laws, statutes, regulations and codes relating to data protection and information security including the Data Protection Act 2018, GDPR and any equivalent legislation amending, supplementing or replacing the GDPR, including the UK GDPR and Data (Use and Access) Act 2025.

"Personal Data" means "personal data" as recognised under Data Protection Laws and shall have the same meaning given thereunder.

"Purchase Price" means the amount(s) identified in the Sales Invoice to be paid by the Purchaser to the Seller for the Asset(s).

"Purchaser" means the entity identified in the Sales Invoice that is purchasing the Asset(s) from the Seller.

"Sales Invoice" means the document containing the particulars of the sale of the Asset(s) by the Seller to the Purchaser, and to which these General Terms & Conditions are attached and referred to therein.

"Seller" means the entity identified in the Sales Invoice that is selling the Asset(s) to the Purchaser.

"Storage Fee" means the amount identified in the Sales Invoice.

2. Payment

The Purchase Price shall be paid by the Purchaser to the Seller in accordance with the Sales Invoice.

Any late payment made by the Purchaser shall incur interest at the rate defined in the Sales Invoice.

3. Possession and Transfer

The Purchaser shall be entitled to take possession of and transfer the Asset(s) once full payment of the Purchase Price has been made. The Purchaser shall collect the Asset(s) at the Collection Address. The Purchaser shall collect the Asset(s) within fourteen (14) days of full payment of the Purchase Price.

Access to the Collection Address shall be coordinated with the Seller's Sales Representative at a time and date suitable to both the Seller and Purchaser.

4. Inspection, Acceptance and Warranty

The Purchaser acknowledges that it has inspected the Asset(s) and accepts the Asset(s) in its condition upon inspection. The Seller has made no other representations or warranties concerning the value, condition, functionality, or suitability of the Asset(s) for any particular purpose, which is being sold and assigned "as is", and without any warranty that the Asset(s) is fit for a particular purpose and the Purchaser will have no recourse against the Seller for the Asset(s).

5. Title and Risk

The Seller warrants and represents that it has full, clear and unencumbered title to the Asset(s), and the full, clear and unencumbered right to sell the Asset(s) to the Purchaser. The Seller confirms that it has obtained consent from HS2 to sell the Asset(s). Title to the Asset(s) shall pass to the Purchaser upon full payment on the Purchase Price. Risk in the Asset(s) shall pass upon the earlier of collection of the Asset(s) or fourteen (14) days from full payment of the Purchase Price being made. All collection costs shall be covered by the Purchaser on a EXW basis in accordance with Incoterms® 2020.

6. Storage Charges

Should the Purchaser fail to collect the Asset(s) within fourteen (14) days from full payment of the Purchase Price, the Seller shall be entitled to charge a Storage Fee.

7. Liability

The Seller shall not be liable to any claim in respect of the Asset(s) and the Purchaser shall indemnify the Seller against any claim made in respect of the Asset(s) once the Purchaser has made full payment of the Purchase Price except for any claim in respect of the Asset(s) which arose due to an event which

Sales of Temporary Assets – General Terms & Conditions

occurred before risk in the Asset(s) passed from the Seller to the Purchaser in accordance with clause 5 of these General Terms & Conditions.

8. Termination

The Seller reserves the right to terminate the Agreement prior to full payment of the Purchase Price. Upon such termination, the Purchaser shall be entitled to be repaid for any part payments of the Purchase Price made prior to such termination. Should the Purchaser fail to make payment of the Purchase Price, the Seller shall be entitled to terminate the Agreement for default and shall retain any deposit as defined in the Sales Invoice.

9. Anti-Bribery

The Seller shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that all of the Seller's personnel and all others associated with the Seller comply with applicable Bribery Laws. Neither the Purchaser nor the Seller shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

10. Anti-Slavery

The Purchaser undertakes, warrants, and represents that neither the Purchaser nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"), or been notified that it is subject to an investigation relating to an alleged MSA Offence; or prosecution under the Modern Slavery Act 2015 and that the Purchaser shall comply with the Modern Slavery Act 2015.

11. Confidentiality

Each party undertakes that it shall keep secret and confidential the terms of the Agreement and all other agreements entered pursuant to it and all confidential information, know how or trade secrets in its possession concerning the business, assets, affairs, customers, clients or suppliers of the Seller. The Purchaser shall keep confidential all confidential information of the Seller and shall only use the confidential information as required to facilitate the sale of the Asset(s).

12. Processing of Personal Data

The Seller shall comply with applicable Data Protection Laws and all personal data shall be processed in compliance with these laws. The Seller shall always comply with all Data Protection Laws in connection with the processing of Personal Data and the transfer of the Asset(s).

13. Governing Law

The Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or information (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

14. Third Party Rights

No provision of the Agreement is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party or any liability whatsoever on any third party.

15. Severance

If any terms of the Agreement are invalid or unenforceable under any rule of law, that term any mutually be replaced by the Seller and Purchaser to the extent necessary to comply with the law. The Agreement and remaining terms of the Agreement shall remain in full force and effect. All terms shall remain in full force and effect notwithstanding the termination of the Agreement.

16. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements, and understandings between them, whether written or oral, relating to its subject matter. No amendment or waiver of the Agreement shall be binding on either the Seller or Purchaser unless set out in writing and signed by the Seller and Purchaser.