

TERMS AND CONDITIONS OF BUSINESS

These Terms and Conditions apply to all dealings between You and CSL and will be effective whenever you request CSL to provide Services or You respond to CSL in relation to the provision of Services. These Terms and Conditions create a legally binding agreement between You and CSL (You, CSL and Services are defined below).

Attention is specifically drawn to the provisions of these Terms and Conditions that limit CSL's liability.

Definitions

In these Terms and Conditions the following definitions apply:

"Bespoke Cabin" – means a room, building or compartment either specifically designed and/or manufactured for You or to be specifically designed and/or manufactured for You.

"Broker" – means a person who serves as an agent or intermediary in negotiations and/or transactions.

"CSL" – means Cabin Solutions Limited incorporated and registered in England and Wales with company number 12657095 whose registered office is at 32 Rosewood Close, North Shields, United Kingdom, NE29 8AG

"Negotiations" – means exchanges, whether verbal or in writing, in relation to concluding a Product.

"Principal" – means a party to a Product including the owner, seller, buyer, builder or designer of a Product and any party guaranteeing the obligations of such a party. Principal may include You.

"Product" – means a contract or contracts including, but not limited to, for the sale, purchase, or construction, of a Shipping Container and/or Bespoke Cabin together with negotiations to enter such contracts.

"Purchase Price" – the total amount payable by You for a Product.

"Representative" – means a person or company who is not a Principal but is involved in negotiations on behalf of a Principal.

"Services" – means the Services referred to in Clause 2 of these terms and conditions.

"Shipping Container" – means a container with strength suitable to withstand shipment, storage, and handling.

"You" – means the party requesting CSL's Services or responding to CSL in relation to the provision of the Services. Where such party is acting as a Representative references to You will additionally include the Principal.

The above definitions apply whether the defined words appear in the singular or plural form.

1. Commencement and term

- 1.1. These Terms and Conditions shall apply with effect from the date that we provided them to You and shall be deemed to be the basis upon which we conduct business with You.
- 1.2. It will continue until terminated in accordance with the Termination section below.
- 1.3. These Terms and Conditions do not bind or obligate CSL to accept any or all proposals for new business put to it by You.

2. Services

- 2.1. CSL will act as a Broker in relation to Product(s). The role of CSL is to source the Product(s), on behalf of You, from the Principal. Thereafter CSL will thereafter conduct Negotiations with the Principal and/or their Representatives for the purchase of the Product(s) by You.
- 2.2. Unless specifically agreed in writing CSL will act solely as an intermediary in relation to Product(s) and will not enter any Product(s) arising from the Services as a Principal.
- 2.3. CSL is not responsible for the performance or non-performance of Product(s) or Principals.
- 2.4. CSL is not responsible for the quality of the Product(s).
- 2.5. Whilst CSL makes every effort to ensure that the details and information given in its publications are an accurate representation of the Product(s) CSL gives no guarantees or warranties as to the accuracy or completeness of the information.
- 2.6. Unless otherwise agreed the Services are provided on a Product by Product basis.

3. Payment Terms

- 3.1. Until payment of the Purchase Price is received, in full, from You (inclusive of any delivery charges in accordance with clause 5) CSL will not purchase the Product(s) from the Principle.
- 3.2. CSL is not responsible for any increased Purchase Price from the Principle as a result of any Purchase Price and/or delivery fees from You.
- 3.3. Unless otherwise agreed, payment shall be due, in full, before delivery of the Product(s) (in accordance with clause 5).

- 3.4. No payment shall be deemed to have been received until CSL has received cleared funds.
- 3.5. In the event that You make payment via cheque and the cheque is subsequently returned to You or your bank unpaid, You will indemnify CSL against any and all resulting bank charges incurred.
- 3.6. You shall make all payments due (inclusive of delivery charges in accordance with clause 5) without any deduction, setoff, discount, counterclaim or abatement.

4. Purchase Prices

- 4.1. All Purchase Prices displayed in both CSL's printed and publications are subject to VAT, where applicable.
- 4.2. Purchase Prices are correct at the time of issue and are subject to change by CSL without prior notice to You.
- 4.3. The Purchase Price charged to You will be the prevailing price at the time of ordering.

5. Delivery

- 5.1. Unless otherwise agreed, delivery of the Product(s) shall take place at your place of business.
- 5.2. Any and all costs associated with the delivery of the Product(s), including but not limited to insurance, transport costs, loading, unloading and toll charges, shall be the sole responsibility of You and payable on demand.
- 5.3. It is the sole responsibility of You to ensure suitable access to, from and over the delivery location for any delivery vehicles and/or delivery workmen.
- 5.4. If for any reason You do not accept delivery of the Product(s) or access to the delivery location is not possible, the Product(s) will be deemed to have been delivered with risk passing to You.
- 5.5. In the event of non-delivery in accordance with clause 4.4, CSL will store the Product(s) for a period of no longer than 30 days. You will be liable for any and all costs and expenses incurred or to be incurred by CSL in respect of storage of the Product(s) and rearranging delivery.
- 5.6. Should a suitable date for delivery not be agreed within the 30 days as referred to in clause 4.5, CSL reserves the right to sell the Product(s) at the best price possible. Any shortfall on the Purchase Price will be the sole responsibility of You and payable on demand to CSL.

6. Obligations of CSL

- 6.1. CSL will perform the Services with the reasonable skill and care expected of a Broker.
- 6.2. In dealing with others, CSL will take care to stay within the authority given by You and to avoid misrepresentation.
- 6.3. During Negotiations CSL will use reasonable endeavours to pass on offers, counteroffers and other such communications accurately and in a timely manner. This obligation applies both to passing communications to and from You.
- 6.4. It is understood that CSL may be dealing with Representatives or other intermediaries rather than directly with a Principal. In such cases CSL is dealing with such Representatives or other intermediaries in good faith as to the authority they possess but CSL does not give a warranty as to that authority.
- 6.5. If CSL is acting directly for a Principal then CSL confirms that CSL has the authority of that Principal.
- 6.6. If at any time CSL provides information in respect of a Principal, including but not limited to information regarding corporate structures or financial standing, it is understood and agreed that in relation to CSL such information is provided in good faith but without guarantee. It is the sole obligation of the Principal to satisfy themselves of any counterparty risk and decide whether to enter a Product with the proposed counterparty and on what terms.
- 6.7. Unless otherwise agreed in writing the Services are not provided on an exclusive basis and it is understood that CSL may act as a Broker for other parties in relation to the same or other Products. In the event CSL is dealing directly with two Principals in relation to the same Product CSL's duties will be to pass on offers, counteroffers and other such communications accurately and in a timely manner as authorised by each Principal in turn.

7. Obligations to CSL

- 7.1. If You are a Principal, you warrant that you have full legal power to enter into the Product brought about by the Services. If You are acting as a Representative, You warrant that you have the Principal's authority (i) to accept these Terms and Conditions on their behalf and (ii) to make all offers, counteroffers and representations made during negotiations and (iii) to agree a Product on their behalf.
- 7.2. Where Services are provided, You are deemed to have engaged CSL in relation to any Product that arises in connection with those Services whether or not it is concluded via CSL.
- 7.3. You will provide CSL with all information and instructions necessary for the performance of the Services. Where actions need to be taken by a certain time (such as reply times during negotiations) you will ensure CSL has sufficient time to forward such messages prior to the relevant time limit.

- 7.4. If CSL has asked you to use specific e-mail addresses for operational messages or claims, then You will use those e-mail addresses. In the event that you do not receive a prompt acknowledgement of receipt of time sensitive messages or claims documentation from CSL, you undertake to contact CSL to confirm receipt. CSL will have no responsibility for a failure to action a message or claims documentation unless it is sent timely to the correct address and acknowledged by CSL.
- 7.5. You will take care to avoid misrepresentations occurring in Negotiations. You will carefully review all messages sent or copied to You and promptly advise CSL of any errors or misrepresentations. CSL is not responsible for the consequences of a failure by You to review messages.
- 7.6. Due to the prevalence of email interception frauds You must not act upon any messages amending bank account details without checking these with CSL by telephone on publicly available telephone numbers. CSL can not be held responsible for your failure to make such checks
- 7.7. You warrant that You do not know of any reason why the Product could be unlawful or which could render the provision of the Services by CSL in breach of any relevant law. You will promptly and fully inform CSL of any such reason that comes to your attention. In the event that CSL in their absolute discretion believes that the Product or the provision of the Services may infringe any relevant law they may by written notice terminate the Services immediately. In the event of such termination CSL will have no liability arising from such termination howsoever arising.

8. Confidentiality

- 8.1. Where CSL is given information stated by You to be on a confidential basis or it is expressly agreed that a Product is confidential (in either case "Confidential Information") CSL will hold that Confidential Information in confidence and will not disclose it to any other party without prior permission from You. This obligation will not however extend to information which (i) was already or becomes known to CSL through other sources not subject to such an obligation of confidentiality (ii) is or becomes known to the market generally other than as a result of a breach of this obligation or (iii) which CSL is obliged to disclose pursuant to an order of a court or other such authority. In all cases such obligation of confidentiality shall be deemed to end 3 years after the end of performance of the Product in question or in the absence of a concluded Product(s) 3 years from the end of the Negotiations.

9. Force majeure

- 9.1. Force Majeure Event means any circumstance not within a 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 licence or consent;
 - collapse of buildings, fire, explosion or accident;
 - any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
 - non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - interruption or failure of utility service.
- 9.2. If CSL is prevented, hindered or delayed in or from performing any of its obligations under these Terms & Conditions by a Force Majeure Event, CSL shall not be in breach of these Terms & Agreements or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 9.3. The corresponding obligations of You will be suspended, and its time for performance of such obligations extended, to the same extent as those of CSL.

10. Termination

- 10.1. CSL reserve the right to terminate these Terms and Conditions at any time without prior notice and without assigning any reason thereof, by written communication addressed to your last known address. This Agreement shall thereupon cease with effect from the date and/or time mentioned in such communication whether you shall receive or shall have received the same or not.
- 10.2. CSL will not be liable to You for any compensation consequential or otherwise, arising as a result of the termination of these Terms and Conditions.
- 10.3. You may terminate these Terms and Conditions at any time upon (30) thirty days written notice to CSL stating when thereafter such termination shall be effective.
- 10.4. In the event of termination, nothing in these Terms and Conditions affects CSL's rights to recover any monies owed to CSL by You.

11. Limitation of Liability

- 11.1. Nothing in these terms and conditions limits CSL's liability for (i) fraud or fraudulent misrepresentation (ii) death or personal injury caused by the negligence of CSL.

- 11.2. CSL will, subject to the provisions of this clause 8, be liable to You for damage

directly caused by the failure to perform the Services with the reasonable skill and care expected of a Broker provided always CSL will not be liable for:

- Loss of profits, business interruption, loss of reputation, indirect or consequential losses.
 - Damage caused by any event or cause that CSL was unable to avoid and/or the consequences of which could not have been prevented by the exercise of reasonable diligence.
 - Damage which was not solely caused by the act or omission of CSL or which would have occurred in any event.
- 11.3. The exclusions and/or limitations set out in this clause shall apply whether the claim against CSL is brought in contract, tort (including for negligence) breach of statutory duty or for any other cause whatsoever.
- 11.4. Any claim against CSL for shortages or damaged Product(s) must be made, in writing, within (3) three days of receipt of the Product(s).
- 11.5. Any claim against CSL for non delivery must be made, in writing, within (10) ten days of the date of dispatch shown on the invoice.
- 11.6. CSL shall in any event be discharged of all liability arising out of the Services unless suit is brought and written notice of it given to CSL within (1) one year of the end of performance of the Product or in the absence of a concluded Product (1) one year from the end of the Negotiations.

12. Miscellaneous

- 12.1. All intellectual property rights in or arising out of the Services belong to CSL.
- 12.2. CSL has a general lien on all documents in its possession or control for all sums due from You to CSL whether arising out of the Product or otherwise.
- 12.3. If a court finds that any provision of these terms and conditions is invalid, illegal or unenforceable, that provision shall, to the minimum extent required, be deemed deleted and the validity, legality and enforceability of the remainder of that and all other provisions of these terms and conditions shall not be affected.

13. Jurisdiction and Law

- 13.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.