RICARDO STANDARD TERMS & CONDITIONS FOR SUPPLY OF INDUSTRIALISATION SERVICES

1 Interpretation

1.1 The words and phrases used in these Conditions shall have the following meanings unless the context otherwise requires:

"Associated Company" means all holding companies and subsidiary companies (as defined in sections 1159 and 1162 of the Companies Act 2006) from time to time of Ricardo plc;

"Background Information" means all knowledge and expertise including but not limited to calculation procedures, data, models, software, build and operation manuals, know-how, inventions, operation and design know-how, prototypes, demonstration parts or components or other Intellectual Property Rights existing prior to the date of the Contract which Ricardo and/or any Associated Companies bring to bear or provide in the course of performing the Services, whether or not contained in Documents and whether or not in the public domain, but not including common knowledge in the field in which the Services are provided at the date of the Proposal;

"Client" means the party named on the Proposal for whom Ricardo has agreed to provide the Services in accordance with these Conditions;

"Conditions" means the standard terms and conditions for the supply of the Services set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Ricardo and the Client as set out in the Contract and/or the Proposal;

"Confidential Information" means any information or data relating to each party and its technology, research, business or affairs that is directly or indirectly disclosed (whether in writing, orally or by another means and whether before or after the date of the Contract) by one party to the other party under or in connection with the Contract, including the Contract, the Price, the Proposal, these Conditions and, in the case of Ricardo, the Background Information and, in the case of the Client, the Input Material;

"Confidentiality Agreement" means the confidentiality agreement (if any) entered into between the parties;

"Contract" means the contract between Ricardo and the Client for the provision of the Services including these Conditions, the Proposal and the Confidentiality Agreement (if any);

"Deliverables" means the goods and other deliverables (including any instalment of them or any parts of them) (if any) which Ricardo is to supply to the Client in accordance with these Conditions as more particularly set out in the Proposal;

"Document" includes, in addition to a document in writing, any specification, drawing or plan, graph, photograph, map, any film, negative, tape, software, CAD data, CAD software, electronic transmission, algorithm, model or other device embodying visual images and any disc, tape or other device embodying any other data;

"Force Majeure" means any cause beyond the affected party's reasonable control, including any act of God, epidemic, pandemic, riots or insurrections, acts of terrorism, war (whether declared or not), civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind, including trade sanctions or restrictions, acts of destruction, computer failure due to software viruses and other malfunctions, import or export regulations, strike lock-out or trade dispute (whether involving its own employees or those of any other person) or other industrial disturbances, difficulties in obtaining labour or materials, breakdown of machinery, fire, flood or unavoidable accident;

"GDPR" means the General Data Protection Regulation ((EU) 2016/679);

"Input Material" means any Documents or other materials, and any prototypes, demonstration parts or components, build and operation manuals, data or other information provided by or required from the Client relating to the Services, including all such items identified in the Proposal;

"Intellectual Property Rights" means all and any intellectual property rights of any kind and rights of a like nature wherever and whenever arising and whether registered or unregistered, including any patents, copyright, registered designs, design rights, topographic rights, database rights and rights in Confidential Information, trademarks, trade names (including the name "Ricardo") or service marks;

"Payment Schedule" means the payment schedule set out in the Proposal for the payment of the Price and other sums due from the Client to Ricardo;

"Price" means the price for the Services as set out in the Proposal and any variations;

"Project" means the Client's project (as more particularly described in the Proposal);

"Project Manager" means the individual identified by Ricardo to manage the provision of the Services under the Contract and to liaise with the Client in respect of the Contract;

"Proposal" means Ricardo's proposal for the Services (to which these Conditions may be attached);

"Ricardo" means Ricardo Performance Products Limited (or such other Associated Company detailed in the Proposal); and

"Services" means the services, including any Deliverables, to be provided by Ricardo for the Client as more particularly set out in the Proposal.

1.2 Headings used in these Conditions are used for the purposes of identification and reference only and shall not constitute part of these Conditions nor be taken into account in the interpretation, construction or meaning thereof.

1.1 Any reference to "other", "includes", "including", "for example", "in particular" or similar words and phrases shall not be construed as implying any limitation, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 Application of these Conditions

2.1 These Conditions shall govern and be incorporated into the Contract for the supply of the Services between the Client and Ricardo. Subject to the terms of these Conditions, Ricardo shall provide and the Client shall purchase the Services in accordance with the Proposal and, if accepted by Ricardo in accordance with Condition 2.5, the written purchase order of the Client.

2.2 These Conditions supersede and shall govern the Contract to the exclusion of all other terms and conditions contained in any purchase order or any other document issued by the Client (including contained or referenced in any Client online supplier portal or similar). No other terms or conditions shall be valid or binding upon Ricardo unless specifically agreed to in writing and signed by Ricardo.

2.3 The Client acknowledges and agrees that it shall be deemed to have accepted these Conditions if the Client requests Ricardo to provide the Services.

2.4 Unless specified to the contrary in the Proposal, each Proposal submitted by Ricardo to the Client shall be open for acceptance for a period of thirty days from the date of the Proposal. Ricardo may withdraw any Proposal at any time prior to acceptance without giving any reason therefor. If the Client requests Ricardo to provide the Services outside the validity period stated in the Proposal, Ricardo shall be entitled to vary the Proposal including the Price, the estimated timetable and the scope of work to be carried out.

2.5 No purchase order submitted by the Client shall be deemed to be accepted by Ricardo unless and until confirmed in writing by Ricardo.

2.6 These Conditions may only be modified by a variation expressed in writing and signed by both parties, and no other action on the part of Ricardo (whether delivery of the Deliverables, performance of the Services or otherwise) shall be construed as an acceptance of any other conditions.

3 Services

3.1 Ricardo will perform the Services subject to these Conditions using reasonable skill and care and in accordance with good

engineering practice.

3.2 The extent and scope of the Services and any assumptions on which the Services are to be provided by Ricardo to the Client are detailed in the Proposal. The Client acknowledges and agrees that it is its sole responsibility to ensure that the assumptions made in the Proposal are correct and to advise Ricardo of any incorrect assumptions prior to the commencement of the Services. In the event that any of the assumptions are incorrect, Ricardo reserves the right to make such amendments to the Proposal (including the scope of work, the Price, timetable and any other matters) as it deems appropriate.

3.3 Ricardo may at any time make changes to the Services which are necessary to comply with applicable safety and/or other statutory requirements.

4   Timetable

4.1 Ricardo shall not be obliged to commence work in respect of the Services until:

4.1.1 Ricardo has received and accepted, in accordance with Condition 2.5, the Client's purchase order for the Services; and

4.1.2 Ricardo has received from the Client all Input Material necessary to commence the Services (including as identified in the Proposal).

4.2 All dates and periods of time referred to in the Proposal are approximate only unless expressly stated otherwise in the Proposal.

5   Payment

5.1 The Proposal shall specify the Price for the provision of the Services. The Price quoted shall be exclusive of all taxes including VAT, withholding tax and any other duties (including export and/or import duties) which shall be additionally paid by the Client. The Price shall include travel, accommodation and subsistence costs of Ricardo personnel only to the extent specifically identified as being part of the Price in the Proposal. All other costs and expenses not so identified, including shipping, freight, packaging, transport, spare and replacement parts, temporary software tools, equipment and materials, shall be invoiced separately by Ricardo to the Client and shall include a handling charge of 10 per cent. All travel and subsistence costs of the Client's personnel are the sole responsibility of the Client.

5.2 Ricardo shall invoice the Client for the Price and other sums payable in accordance with the Payment Schedule set out in the Proposal. In the absence of a Payment Schedule in the Proposal, Ricardo shall be entitled to invoice the Client for all work undertaken on a monthly basis.

5.3 All payments from the Client to Ricardo are due within 30 days of the date of Ricardo's invoice and shall be paid (in full without set off or other deduction) in such currency as may be specified in the Proposal. Payment shall be made direct to Ricardo's Bank Account with Lloyds Bank plc Unit 44-45, George White Street, Cabot Circus, Bristol BS1 3BA, England ("**Bank**"), as follows:

5.3.1 For payments in Pounds Sterling: sort code 30-00-01, account number 02705020

5.3.2 For payments in US Dollars: sort code 30-96-34, account number 11443143

5.3.3 For payments in Euros: sort code 30-96-34, account number 86183437

5.4 In the event that payment is not received within 30 days of the date of the Ricardo's invoice then Ricardo shall be entitled in its sole discretion to:

5.4.1 charge interest on the outstanding amount from day to day at the rate of 6% p.a. over the prime base lending rate of the Bank applying from time to time both before and after judgement in respect of all invoices outstanding from their due date until payment is actually received (and the Client shall reimburse Ricardo's costs and expenses (including legal costs) incurred in the collection of any

overdue amount); and

5.4.2 suspend provision of the Services without liability to the Client until the outstanding amount is paid in full and the timetable and any other times agreed for the provision of the Services shall be amended accordingly; and

5.4.3 terminate the Contract in accordance with Condition 14.2.2.

5.5 Where the cost to Ricardo of providing the Services increases by reason of any rise in costs beyond Ricardo's reasonable control (including the cost of materials, fuel, transport, shipping, insurance, foreign exchange or currency fluctuations or the cost of complying with any statutory provision, order, regulation or by-law (including taxes and duties)), Ricardo shall be entitled to pass a fair and reasonable element of such increased costs on to the Client to be paid by the Client in addition to and with the Price in accordance with this Condition 5.

6   Client's Responsibilities

6.1 The Client shall:

6.1.1 at its own expense, supply to Ricardo all Input Material necessary for the execution of the Services within sufficient time to enable Ricardo to provide the Services in accordance with the Contract, any timetable or lead times set out in the Proposal and otherwise from time to time as requested by Ricardo or as otherwise required to maintain the progress of the Services;

6.1.2 be responsible for ensuring that any Input Material supplied is accurate, fit for the intended purpose or application and free from defects of any kind;

6.1.3 supply and/or deliver spares and service replacements for any Input Material as required by Ricardo free of all charges throughout the Services in a timely manner;

6.1.4 ensure that any Input Material supplied to Ricardo for the performance of the Services complies with the requirements of UK Customs and Excise and any costs suffered or incurred by Ricardo resulting from any non-compliance shall be charged to and payable by the Client in addition to the Price;

6.1.5 provide or procure the provision of technical support in respect of any Input Material or components thereof from time to time as required in order to support the Services;

6.1.6 provide instructions and feedback when requested to in a timely manner and, in the event of delays to or suspension of the Contract due to lack of instructions, any extra costs and expenses suffered or incurred by Ricardo will be charged to and payable by the Client in addition to the Price;

6.1.7 provide Ricardo's employees, contractors and such other personnel involved in performing the Services, as identified by Ricardo, with training in the Client's systems and equipment, including software, procedures, working methods and product introduction processes, as required for the satisfactory delivery of the Services. Such training will take place at Ricardo's or the Client's premises, as reasonably determined by Ricardo, at times agreed between the parties to meet the Services requirement and will be given in English. Any training materials and appropriate manuals will only be provided in English;

6.1.8 ensure and be responsible for the health and safety of Ricardo's employees, contractors and personnel whilst on the Client's premises and whilst using any of the Client's systems or equipment, including any Input Materials (whether on or off the Client's premises); and

6.1.9 notify Ricardo promptly of any risk, safety issues or incidents arising in respect of the Input Material or in any processes or systems used at the Client's premises.

7   Project Management

7.1 Ricardo shall appoint a Project Manager to manage the provision of the Services and liaise with the Client. The Client shall identify a representative to liaise with the Project Manager in respect of the provision of the Services. Any instruction given

by the Client's representative shall be binding on the Client.

8   Deliverables

8.1   The Deliverables shall be as specified in the Proposal and, unless otherwise specified in the Proposal, the Deliverables will be delivered ex works at Ricardo's premises.

8.2   Unless otherwise specified in the Proposal, the Client shall remain responsible for the parts, components, vehicles and/or other products and any facilities (including tooling) arising from the Project (including its suitability for the Client's intended purpose or application).

9   Risk and Property

9.1   Risk in the Deliverables shall pass to the Client immediately upon delivery.

9.2   Notwithstanding delivery and/or the passing of risk in the Deliverables or any other provision in these Conditions, property in the Deliverables shall not pass to the Client until Ricardo has been paid in full for the Services including the Deliverables.

10   Rights

10.1   Upon payment by the Client of the total Price due to Ricardo and any other costs and expenses provided for under the Contract, all Deliverables (but excluding any Intellectual Property Rights therein) shall become the property of the Client. For the avoidance of doubt, Ricardo is not responsible for, and the Client acknowledges and agrees that the Price does not include the cost of, any searches in third party or public registers or similar to identify any existing third party rights.

10.2   The Client accepts that, during the performance of the Services, Ricardo may use and/or apply its Background Information. Other than as set out in Condition 10.6, the Client shall not obtain or have any rights in such Background Information or any development, modification, improvement or variation thereof made by Ricardo or on Ricardo's behalf (whether developed in connection with the performance of the Services or otherwise). All title, rights and Intellectual Property Rights in the Background Information, and any development, modification, improvement or variation thereof, is the sole and exclusive property of Ricardo.

10.3   Any Input Material provided by the Client shall belong to the Client subject to Ricardo's right to use such Input Material as it requires in the performance of the Services and as otherwise provided for in the Contract.

10.4   Any background information developed by either party outside the scope of the Services shall belong to the party developing it.

10.5   Without limiting Conditions 10.2 and 10.3, any new inventions, designs and similar which the parties may develop or create during the execution of the Services shall belong to the party employing (whether as an employee, contractor or otherwise) the inventor, designer or author thereof. The parties shall notify each other of any proposed application for any Intellectual Property Rights protection or registration for such invention or design and shall keep each other informed in respect of progress.

10.6   Upon the passing of property in the Deliverables to the Client in accordance with Condition 10.1, Ricardo shall grant the Client a non-exclusive, non-transferable, perpetual, royalty free license, but without the right of sub-license (save in accordance with this Condition), to use the Intellectual Property Rights in the Deliverables solely for the purpose of and in connection with the Project and not for any other purpose without Ricardo's express prior written consent. The rights granted by this Condition may only be sub-licensed by the Client to its suppliers on a need to know basis provided that such sub-license is only for use in connection with the Project and notice and details of such sub-license, including the name of the sub-licensee, are promptly given to Ricardo.

10.7   Notwithstanding any other provision of the Contract, the Client shall not be entitled to use in any way the name "Ricardo" without the express prior written consent of Ricardo for each

specific use.

10.8   Subject always to Condition 12, Ricardo shall be entitled to use the information and outputs from the Services for its own internal research and development work.

11   Warranties and Liability

11.1   Ricardo warrants that:

11.1.1   it will perform the Services using reasonable skill and care in accordance with good engineering practice;

11.1.2   unless expressly indicated to the contrary, any design, analysis or research forming part of the Deliverables are the property of Ricardo and/or one or more Associated Companies; and

11.1.3   Ricardo or one of the Associated Companies is the owner of the rights in the Background Information and the Deliverables and is free to transfer the Deliverables to the Client on the terms set out in these Conditions (save for any Input Material and any third party products and information included or referenced in those documents).

Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.2   In the event of a breach of the warranty at Condition 11.1.2 above, Ricardo shall be entitled at its own expense and sole option and as the Client's sole remedy for such breach, either to:

11.2.1   procure the right for the Client to continue using the Deliverables; or

11.2.2   make such alterations, modifications or adjustments to the Deliverables so that they become non-infringing without incurring a material diminution in performance or function; or

11.2.3   replace the Deliverables with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; or

11.2.4   refund in full the Price paid for the relevant Deliverables.

11.3   The Client warrants that it is the owner of all rights in the Input Material and that the Input Material, and its use by Ricardo for the purpose of providing the Services, will not infringe the copyright or any other rights or Intellectual Property Rights of any third party.

11.4   In the event of a breach of the warranty at Condition 11.3 above, Ricardo shall be entitled, at its sole option and without prejudice to any other right or remedy it may have, to suspend provision of the Services without liability to the Client to allow the Client to:

11.4.1   procure the right for Ricardo to continue using the Input Material; or

11.4.2   make such alterations, modifications or adjustments to the Input Material so that it becomes non-infringing without incurring a material diminution in performance or function; or

11.4.3   replace the Input Material with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

In relation to the period of suspension, the Client shall be liable for Ricardo's costs incurred from or in connection with the suspension and any times agreed for the provision of the Services shall be amended accordingly. If the Client is unable to rectify the infringement in accordance with Condition 11.4.1, 11.4.2 or 11.4.3 within 30 days, Ricardo shall be entitled to terminate the Contract in accordance with Condition 14.2.1.

11.5   Unless otherwise specified in the Proposal, Ricardo gives no warranty that the Deliverables will be satisfactory for the purposes of the Client and the Client acknowledges and agrees that it has sole responsibility to ensure the same. The Client shall be ultimately responsible for the Project, including for specifying and procuring the parts, components, vehicles and/or other products and any facilities (including tooling) arising from the Project.

11.6 Unless otherwise specified in the Proposal, where any Deliverable contains, relies upon, identifies or recommends third party components, parts, software, tests or other products, Ricardo gives no warranty or guarantee whatsoever as to their quality, fitness for purpose or otherwise (irrespective of whether Ricardo facilitated the selection of the relevant third party). The Client shall be responsible for specifying and procuring the third party components, parts, software, tests or other products used in the Project.

11.7 Ricardo shall not be liable for any failure or delay in respect of Input Material under test, any defect arising from fair wear and tear, misuse, alteration, amendment or repair of the Deliverables.

11.8 To the extent permitted by applicable law and subject to Condition 11.9, Ricardo's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited in aggregate to the Price, but shall not in any event exceed £250,000.

11.9 The Client shall take all reasonable steps to mitigate any loss incurred as a result of a failure by Ricardo to comply with its obligations under the Contract. In no circumstances whatsoever shall Ricardo be liable to the Client for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

11.10 Ricardo will use its reasonable endeavours to deliver the Deliverables in accordance with the timetable set out in the Proposal. The timetable is an estimate only and Ricardo accepts no responsibility or liability, financial or otherwise, in the event that the estimated delivery schedule is not complied with. For the avoidance of doubt, Ricardo shall not be liable to reimburse the Client in respect of any delay payments or other penalties for which the Client may become liable to third parties whether or not Ricardo was aware of such liability.

11.11 The Client warrants that it is not, and it is not owned or controlled by, a person or entity designated on any sanctions list issued by the United Kingdom, United Nations, United States and/or European Union.

12 Confidentiality

12.1 The parties acknowledge and agree that the Confidentiality Agreement (if any) shall continue to apply in respect of the Contract. If there is no Confidentiality Agreement between the parties, the following terms of this Condition 12 shall apply (Condition 12 shall survive termination or expiry of the Contract).

12.2 The parties (as a "**Receiving Party**") hereby acknowledge that the other (the "**Disclosing Party**") has provided to the Receiving Party Confidential Information and in respect of all such Confidential Information the Receiving Party will:

12.2.1 treat it as confidential;

12.2.2 restrict its disclosure to such of its employees, agents and professional advisors as have a need to know and subject always to such employees and agents being under a similar duty of confidentiality; and

12.2.3 not disclose it to any third party without the prior written consent of the Disclosing Party.

12.3 The requirements of Condition 12.2 shall not apply to any Confidential Information which:

12.3.1 is or becomes common knowledge without breach of this Condition by the Receiving Party; or

12.3.2 was in the Receiving Party's possession prior to receipt from the Disclosing Party or developed for or by the Receiving Party at any time independently of any disclosure by the Disclosing Party; or

12.3.3 the Receiving Party is required to disclose by law or other competent authority provided that the Receiving Party notifies the Disclosing Party, if permitted by law, as soon as it receives such a request for disclosure and affords to the Disclosing Party all such reasonable assistance as the Disclosing Party may request to prevent or limit such

disclosure.

13 Assignment

13.1 Subject to Condition 13.2 below, neither party may assign the Contract nor any of the benefits or liabilities hereof in whole or in part without the express prior written consent of the other party, save for the purpose of a solvent reconstruction or amalgamation.

13.2 Ricardo is entitled to sub-contract any of its rights or obligations under the Contract to any one or more of the Associated Companies as it may determine in its sole discretion.

14 Suspension and Termination

14.1 The Contract shall continue in full force and effect until completion by both parties of their respective obligations hereunder unless terminated earlier in accordance with Condition 14.2.

14.2 The Contract may be terminated:

14.2.1 with immediate effect by either party on written notice to the other in the event that the other is in breach of the Contract which continues after a period of 30 days from a written request to remedy such breach;

14.2.2 with immediate effect by Ricardo on written notice to the Client in the event that the Client has failed to pay an amount due and payable under the Contract and, after a further written request for payment giving not less than 10 days for payment, the Client fails to make payment;

14.2.3 with immediate effect by either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business; or

14.2.4 by either party on 30 days written notice to the other if an event of Force Majeure affects a party from properly performing its obligations under the Contract for a continuous period of at least 60 days.

14.3 In the event of termination of the Contract for any reason, the Client shall pay Ricardo for all Services performed up to the date of termination regardless of achieving or acceptance of any Deliverable or milestone

14.4 In the event of termination of the Contract for any reason (other than by the Client for a Ricardo breach of Contract pursuant to Condition 14.2.1), the Client shall additionally pay Ricardo for all costs incurred after the date of termination in winding down the Services, including the dismantling of any test facilities, the storage and/or return of Input Material, delivery of the Deliverables, any third party supplier costs in respect of goods and/or services which cannot be terminated (or for the period until they can be terminated) and, for up to a maximum of 30 days from termination or such shorter period until Ricardo can place such personnel with alternative work, the labour costs for Ricardo's personnel involved in the performance of the Services. The Client shall also pay 10 per cent of the Price outstanding at the date of termination, which the parties agree is a reasonable pre-estimate of the loss Ricardo will suffer as a result of any such termination.

14.5 Unless otherwise specified in the Proposal, Ricardo will notify the Client that the Input Material will be returned to the Client or made available for collection from Ricardo's premises. The Client is responsible for collecting the Input Material from Ricardo's premises (such collection may be made at any time during business hours and on at least 48 hours prior notice to Ricardo).

14.6 If the Client fails to collect any Input Material or fails to provide delivery instructions within the time stated in Ricardo's notice then, without prejudice to any other right or remedy which Ricardo may have, Ricardo may at its sole discretion:

14.6.1 store the Input Material at its own premises or elsewhere and charge the Client for its reasonable costs, including insurance for storage; and/or

14.6.2 on 14 days' written notice to the Client, destroy the Input Material and charge the Client for its reasonable costs.

14.7 Any termination of the Contract shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination.

15 Delays

15.1 Ricardo shall not be responsible for any delay to the Services caused by:

15.1.1 the delay in provision of, or any inadequacy or defect in, any Input Material; and/or

15.1.2 the failure or malfunction of any Input Material under test.

In the event of such delay Ricardo may extend the timetable and charge the Client for any additional cost incurred in re-allocating resources.

16 Taxes

16.1 The Price is exclusive of all taxes including but not limited to VAT and customs and import duties which will be invoiced to and payable by the Client in addition to the Price.

16.2 If Ricardo is liable for any tax levied by a foreign government in connection with the provision of the Services and/or the supply of the Deliverables the Client shall provide Ricardo with the necessary tax certificates to enable Ricardo to recover the taxes to the greatest extent possible under any agreement for the avoidance of double taxation between the UK Government and the foreign government levying the tax charge.

16.3 If any deduction or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of the law) in respect of any payment due from the Client to Ricardo under the Contract or is in any event made, the relative sum payable by the Client shall be increased so that, after making the minimum deduction or withholding so required, the Client shall pay to Ricardo and Ricardo shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been made.

17 Variations

17.1 Either party may issue a project variation request to vary the Services, which may include change to the objectives, scope of Services, Deliverables, timing of the Services, responsibilities, assumptions or Price. The recipient of the request shall respond promptly to the request but in any event not later than 21 days after receipt of the project variation request and shall be agreed by the parties in writing in a timely manner so as not to prejudice any timing schedule agreed between the parties. Ricardo shall be entitled to additional time to perform its Services and to charge for any additional cost incurred as a result of any project variation which arises through matters outside its control. Subject to Condition 3.3, no project variation shall take effect unless and until agreed to in writing and signed by the parties. If the Client fails to respond to Ricardo's project variation request within 21 days, Ricardo may by written notice demand a response and the Client shall be in material breach of the Contract if it fails to do so within 14 days of such notice.

18 Insurance

18.1 If set out in the Proposal or otherwise agreed by Ricardo, and subject to the Client advising Ricardo of the value of the relevant Input Material prior to delivery, Ricardo shall take steps to insure relevant Input Material whilst at Ricardo's premises and under Ricardo's control. Ricardo shall not be obliged to insure Input Material which is being used by employees or representatives of the Client at Ricardo's premises or elsewhere.

18.2 Ricardo does not accept any responsibility for damage, shortage or loss in transit, including to any Input Material. Ricardo will take reasonable steps to assist the Client's claim against the carrier for any damage, shortage or loss in transit.

19 General

19.1 The Client shall not be entitled to exercise any right of set off arising out of the Contract or otherwise.

19.2 These Conditions, the Proposal and the Confidentiality Agreement (if any) embody the entire understanding of the parties in respect of the provision of the Services by Ricardo and all and any prior statements, undertakings, documents or promises whether written or oral, express or implied made by either party shall have neither force nor effect.

19.3 If any of the provisions of these Conditions is found by any Court, arbitrator or other competent authority to be void or otherwise unenforceable either in whole or in part such provision or part thereof shall be deleted and the remaining conditions shall apply.

19.4 Neither party shall be liable to the other party for the non-performance or delay in the performance of any of its obligations hereunder, other than for payment, due to events of Force Majeure. Upon the occurrence of such an event of Force Majeure, the affected party shall immediately notify the other party with as much detail as possible and shall promptly inform the other party of continuing developments. Once the event of Force Majeure is removed or ended the affected party shall perform its obligations with all due speed unless the Contract has been terminated in accordance with Condition 14.2.4.

19.5 During the period Ricardo is performing the Services and for a further period of 12 months thereafter (or from the date of cessation of the Services), the Client covenants with Ricardo that it shall not offer to employ or engage or otherwise attempt to solicit or entice away from Ricardo any person employed or engaged by Ricardo (who performed any part of the Services), other than with the prior written consent of Ricardo or by means of a formal advertising process not specifically targeted at such employee and to which the Ricardo employee voluntarily applies.

19.6 Nothing in these Conditions shall create a partnership or joint venture between the parties hereto and, save as expressly provided in these Conditions, neither party shall enter into or have authority to enter into any engagement or make any representations or give any warranty either express or implied on behalf of or pledge the credit of or otherwise bind or oblige the other party.

19.7 Nothing contained in these Conditions shall prevent either party from working with any third party.

19.8 No failure or delay by Ricardo in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Ricardo of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.9 Any notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this Condition to the party giving the notice.

19.10 Save for Associated Companies, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.11 The language for communication, training and training manuals and correspondence between the parties in respect of the provision of the Services shall be English.

19.12 In the performance of his obligations under or in connection with the Contract the parties their agents and employees shall comply with all applicable laws rules and regulations including but not limited to the Modern Slavery Act 2015, Bribery Act 2010 and where appropriate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the Ricardo GDPR terms and conditions located at https://ricardo.com/GDPRterms.

20 Law and Dispute Resolution

20.1 The parties agree that the Contract and these Conditions shall

be governed and construed in accordance with English law and, subject to Condition 20.2 below, the parties submit to the exclusive jurisdiction of the courts of England.

20.2 Should any dispute arise out of the Contract or these Conditions, including the interpretation thereof or any other matter specifically referred to herein, the parties agree to the following procedure:

20.2.1 The parties shall use all reasonable endeavours to promptly negotiate in good faith and amicably settle any such dispute within 14 days of notification of such dispute by one party to the other.

20.2.2 If a dispute cannot be settled amicably pursuant to Condition 20.2.1 within the 14 day period, either party may by written notice request the immediate escalation of the negotiations to a senior executive ("**Dispute Notice**"). The Dispute Notice shall include (i) a short statement of that party's position and a summary of arguments supporting that position and (ii) the name and title of the senior executive(s) who will represent that party in the negotiation. Within 10 days of delivery of the Dispute Notice, the receiving party shall submit a written response to the Dispute Notice, which shall include (i) a short statement of the receiving party's position and a summary of arguments supporting that position and (ii) the name and title of the senior executive(s) who will represent that party in the negotiation.

20.2.3 Within 20 days of the Dispute Notice or such longer period as may be agreed by the parties, the senior executives shall meet (either in person, by telephone or through such other means of communication as may be agreed between them) in order to attempt to negotiate in good faith and resolve the dispute within a further 30 days from their initial meeting.

20.2.4 In the event that the parties are unable to resolve the dispute pursuant to Condition 20.2.3, then each party agrees to submit to the exclusive jurisdiction of the courts of England under Condition 20.1 above.