Powerbridge

Technical Services

Standard Terms and Conditions

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1 SCOPE

1.1 These Terms of Business ("the Terms") shall govern any supply of goods ("the Goods") and services, ("the Services") by Powerbridge Technical Services Limited (Company number 16075765) ("Powerbridge") to any person, firm or company ("the Client"), together ("the Parties" and each "a Party"), to the exclusion of all other terms (whether written or not).

1.2 A variation of the Terms shall not apply unless expressly agreed in writing by the Parties. The Contract between Powerbridge and the Client is formed when either the Client accepts the Schedule of Works (as defined below), or Powerbridge accepts the Client's purchase order, or commences the supply of the Goods and/or the Services whichever is the earlier ("the Contract"). The Terms form the entire basis of the Contract and the Client acknowledges that it has not relied upon any representation to enter into the Contract.

2 THE SCHEDULE OF WORKS

2.1 The Schedule of Works attached sets out the objectives, scope of work, costs and estimated timescale for the supply of the Goods and/or the Services ("the Schedule of Works"). It is made after discussions with the Client of its requirements and made in good faith and on the basis of the information before Powerbridge prior to submitting the Schedule of Works. No oral statement or written statement in the Schedule of Works or in any other document whatsoever is a representation or warranty that the intended supply of the Goods and/or the Services shall be achieved or shall be suitable for the Client and it is the sole responsibility of the Client to satisfy itself that the Schedule of Works is in all respects suitable for the Client's requirements.

2.2 In advance of supply or delivery, either Party may, at any time, propose changes to the Goods and/or the Services. However, no proposed change shall become effective unless and until the parties have agreed in writing the change and all resulting changes to the Contract (including any resulting changes in resources required, fees payable or otherwise) and such changes have been signed by a duly authorised representative of each of the Parties.

2.3 If the Schedule of Works includes details of individuals involved in delivering the Goods and/or the Services, Powerbridge shall use reasonable endeavours to ensure that they are involved but may substitute those identified for others of equal or similar skills.

2.4 Powerbridge shall use reasonable endeavours to meet any timescales given in the Schedule of Works or to which it has otherwise agreed in writing but any such timescales given shall be regarded as estimates only and Powerbridge shall not be liable, in contract, tort or otherwise, for any failure to adhere to any such timescales.

3 CLIENT RESPONSIBILITIES

3.1 The Client acknowledges that the success of the Goods and/or Services provided depends upon the assistance and information provided by the Client and the Client hereby undertakes to co-operate fully with Powerbridge and relevant third parties in all matters relating to the Goods and/or the Services, and in particular (but without limitation) the Client shall: -

3.1.1 Ensure that the Client's staff involved in the supply of the Goods and/or the Services possess the appropriate levels of skill and experience for the tasks assigned to them and are available at such times as are reasonably required by Powerbridge;

3.1.2 Supply Powerbridge promptly, at the Client's cost, access to the Client's premises, equipment or facilities as set out or referred to in the Schedule of Works and supply Powerbridge such other data, specifications, services, equipment or facilities and office space as Powerbridge may require to supply the Goods and/or the Services;

3.1.3 Notify Powerbridge promptly if it becomes aware of any circumstances likely to result in a delay to any timescales given in the Schedule of Works or otherwise agreed in writing; and

3.1.4 Promptly and as fully as reasonably practicable respond to all communications from Powerbridge.

3.2 Powerbridge shall not be liable, in contract, tort or otherwise, for any failure or delay in supplying the Goods and/or the Services if such failure or delay arises from the Client's failure to comply with its obligations under Clause 3.1 and the Client shall pay Powerbridge (at its standard hourly rates from time to time) for any additional time and expense incurred by Powerbridge as a result of such failure by the Client.

3.3 The Client warrants to Powerbridge that: -

3.3.1 it has obtained all necessary third-party consents and licences for Powerbridge to access, assess and modify the Client's electrical systems and networks; and

3.3.2 Powerbridge access to and assessment of the Client's electrical systems and will not infringe the rights of any third party.

3.4 The Client shall indemnify Powerbridge, its officers, employees, subcontractors and agents against all costs, claims, damages, liabilities and expenses incurred by Powerbridge as a result of or in connection with any breach of the warranties in Clause 3.3.

3.5 The Client acknowledges that the responsibility for storage of all deliveries made directly to site is compliant with all applicable legislation.

3.6 Client must supply Powerbridge with details of any special considerations with regards to Health Safety and Environmental legislation that are applicable to the site and work area.

4 PRICE, CANCELLATION AND POSTPONEMENT

4.1 The Schedule of Works shall contain an estimate of the cost of the Goods and Powerbridge fees for the Services. Such estimates shall be valid for 30 days from the date of the estimate. After expiry of such date, Powerbridge may be happy to provide another estimate. Fees shall be charged in respect of all time spent by Powerbridge on the Client's behalf at Powerbridge premises, the Client's premises or elsewhere.

4.2 Any additional time and resources likely to be required to complete the supply of the Goods and/or the Services shall be agreed, where practicable, in advance with the Client and charged at Powerbridge standard hourly rates from time to time in force. In addition, any travelling, subsistence and accommodation expenses incurred by Powerbridge on behalf of the Client shall be charged to the Client as agreed in the estimate. Where no estimate is in place to cover these specific costs they will be charged at cost plus margin and administration fees of 20%. Motor mileage shall be charged at Powerbridge standard rates from time to time.

4.3 If the Contract is terminated during (at any point following the purchase of any Goods on behalf of the Client or the commencement of the Services by Powerbridge) the provision of the Goods and/or the Services, Powerbridge shall be entitled to immediate payment for the full value of the Services detailed within the estimate given and accepted by the Client. Goods and/or the Services provided up to the date of termination that were not included or covered in the estimate, shall be calculated by reference to either the cost of the Goods purchased plus an administration fee of 20% or for the Services at Powerbridge standard hourly rates from time to time in force.

4.4 If the Client requests postponement of the supply of any of the Goods and/or the Services, Powerbridge may accept or reject such request at its sole discretion. If Powerbridge rejects the request and the Client does not then withdraw its request for a postponement the Contract shall be deemed terminated and Clause 4.3 shall apply. If Powerbridge accepts such request, then Powerbridge shall be entitled to increase the cost of the Goods and/or the fees payable for the Services by such sum as Powerbridge may its absolute discretion decide as being equal to the cost and expense to Powerbridge such postponement.

5 PAYMENT

5.1 All sums due under the Contract shall be paid in UK Pounds Sterling by bank transfer on a UK bank account and shall exclude VAT which shall be, where lawfully payable, paid by you in addition.

5.2 Unless otherwise agreed in writing between the parties, Powerbridge will submit invoices on completion of the Services. The Client shall pay all invoices, together with VAT thereon within 15 days of the invoice date or as agreed and detailed within the estimate. Time for payment shall be of the essence.

5.3 If payment is not made in full by the due date Powerbridge may, in addition to any other right or remedy, suspend supply of the Goods and/or the Services and/or charge interest to the Client at a monthly rate of 8% plus the Bank of England base rate on the unpaid balance or such higher rate Powerbridge is entitled by law to charge (such interest to accrue on a day to day basis, both before and after judgment, from the due date until receipt by Powerbridge of the full amount).

5.4 Until the Client pays Powerbridge all sums due under the Contract, all right, title and interest in and to the Goods and/or deliverables supplied to the Client pursuant to the Services shall belong to Powerbridge.

6 WARRANTIES AND LIABILITY

6.1 Whilst Powerbridge shall use its reasonable endeavours to pass to the Client the benefit of any manufacturer's warranty on the Goods purchased by Powerbridge on behalf of the Client, Powerbridge gives no warranty in relation to such Goods and they are provided "as is". Powerbridge gives no warranty that the Goods purchased or procured on behalf of the Client are fit for their purpose.

6.2 Powerbridge warrants that the Services shall be provided with reasonable skill and care and materially in accordance with the Schedule of Work and Powerbridge shall use reasonable endeavours to ensure that the Goods provided by Powerbridge, if any, shall perform materially in accordance with the Schedule of Work for a period of 12 months from delivery, subject to changes pursuant to Clause 2.2. The Client shall immediately notify Powerbridge of a potential claim under this warranty and if it is shown that Powerbridge is in breach of such warranty, Powerbridge shall, at its own cost, as soon as reasonably practicable, re-supply or re perform the relevant Goods and/or Services. Alternatively (if Powerbridge so decides) Powerbridge shall waive or refund to the Client such of the sums payable or paid to Powerbridge by the Client under the Contract as are attributable to those particular Goods and/or Services. This Clause 6.2 states the exclusive remedy of the Client, and the entire liability of Powerbridge, for breach of such warranty.

6.3 If Powerbridge fails to comply with its obligations under the Contract its liability to the Client in contract, tort (including negligence) or otherwise for any loss or damage whatsoever resulting shall be limited to refunding any monies already paid by the Client for the Goods and/or Services pursuant to the Contract.

6.4 Any advice, opinion or recommendation provided by Powerbridge and/or its officers, employees, sub-contractors or agents shall not amount to any form of warranty that the intended result will be achieved or that any steps taken by the Client pursuant to such advice, opinion or recommendation will guarantee that the Client's electrical systems shall operate without interruption or interference.

6.5 All other liabilities and warranties of Powerbridge are excluded to the fullest extent permissible by law, save that nothing in the Contract shall exclude liability for death or personal injury caused by negligence or pursuant to fraudulent misrepresentation.

6.6 Powerbridge shall not be liable, in contract, tort or otherwise, for any interruption or interference in the Client's or third parties' electrical systems or for loss of access to any systems, data or networks; loss of profits, business, revenue, goodwill or anticipated savings or for any indirect or consequential or economic loss whatsoever howsoever arising out of or in connection with the Contract.

7 FORCE MAJEURE

7.1 Powerbridge reserves the right to defer the supply of the Goods and/or the Services or cancel the Contract, without liability to Powerbridge, if it is prevented from or delayed in carrying out the supply of the Goods and/or the Services due to circumstances beyond its reasonable control.

8 TERMINATION

8.1 Powerbridge may terminate the Contract forthwith by written notice to the Client if:-

8.1.1 the Client commits any material breach of the Contract which, in the case of a breach capable of remedy, shall not have been remedied within 28 days of written notice from Powerbridge of such breach. The late payment of sums due under Clause 5 shall be deemed an irredeemable breach of the Contract; or

8.1.2 the Client ceases to or threatens to cease to carry on its business; or

8.1.3 a court orders that the Client be wound up, or the Client adopts a resolution for winding up (otherwise than pursuant to a bona fide scheme for solvent amalgamation or reconstruction) or has an administrator, administrative receiver or receiver appointed in respect of all or any of its undertaking or assets, or is unable to pay its debts as they fall due, or attempts to make or makes any arrangement or composition with or for the benefit of its creditors; or

8.1.4 the Client suffers an event analogous under a foreign jurisdiction to any of those referred to in Clause 8.1.3.

8.2 Termination of the Contract, for whatever cause, shall be without prejudice to the rights of either Party accrued prior thereto, including without limitation any right to payment of any sum and any right to sue in respect of any antecedent breach of the Contract, and termination shall not affect any provision of the Contract which, in order to give full effect to its meaning, needs to survive such termination (and all such provisions shall survive such termination to the extent necessary to give full effect to their meanings).

9 NON-SOLICITATION

9.1 Each Party shall not, directly or indirectly, engage to provide services to any of the other's directors or key officers, employees, consultants or subcontractors involved in performing the Services while the Services are being performed or for a period of twelve months following completion or earlier termination of the Contract.

10 GENERAL

10.1 The Client shall not, without the prior written consent of Powerbridge, assign, transfer or sub-let the benefit or the burden of the Contract or any part thereof. Powerbridge may assign the Contract and/or engage sub-contractors, agents and others in the performance of the Contract without reference to the Client.

10.2 The failure of Powerbridge to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right.

10.3 Notices under the Contract shall be served in writing either by electronic mail or by first class pre-paid post to the recipient Party's address as it appears in the Contract and shall be deemed to have been received if so sent by electronic mail on the next business day or if so sent by post two business days after despatch.

10.4 If any term hereof is held to be void or unenforceable by any reason of law, it shall be void or unenforceable to that extent only and no further and all other terms shall remain valid and fully enforceable.

10.5 Nothing herein shall be construed so as to prevent Powerbridge from providing similar services to the Services for other clients or providing similar goods to the Goods to other clients or from using any skill or experience acquired in the provision of the Goods and/or Services for its own benefit or for the benefit of third parties.

10.6 Nothing in the Contract should be construed as conferring rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11 DISPUTE RESOLUTION

11.1 Subject to late or non-payment of sums due under the Contract, the Parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract promptly through negotiation between representatives of the Parties who are duly authorised to resolve the dispute or claim. If such dispute is not resolved through such good faith negotiations within 20 working days or the dispute relates to late or non-payment of sums due under the Contract, the Parties shall be entitled to resolve the dispute or claim by recourse to the courts or such other alternative dispute resolution mechanism as they agree in writing.

11.2 In the event of the dispute being referred to the courts under Clause 11.1 the Parties agree that the Contract shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

12 VERSION CONTROL

Version Number	Date	Amendment	Author
1	08/04/2026	1st Version	Aaron Sallows
2	09/11/2026	Changes to section 4 PRICE, CANCELLATION AND POSTPONEMENT	Aaron Sallows