

Asset One Partners LLP

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1. Definitions

- **"Company"**: Asset One Partners LLP.
- **"Customer"**: The party purchasing services or goods from the Company.
- **"Services"**: Includes, but is not limited to, Asset Management Consulting, Maintenance Engineering, Survey & Design, Engineering Procurement Construction (EPC), Fabric Maintenance, and Rope Access (compliant with IRATA standards).
- **"Contract"**: The agreement between the Company and the Customer for the supply of Services, including these Terms & Conditions and any agreed specifications, quotations, or proposals.

2. Application

2.1 These Terms & Conditions apply to all Contracts between the Company and the Customer unless expressly agreed otherwise in writing.

2.2 Any conflicting terms provided by the Customer will not apply unless expressly accepted by the Company in writing.

3. Quotations and Orders

3.1 Quotations are valid for 30 days unless otherwise stated and are subject to withdrawal or modification by the Company before acceptance.

3.2 A binding Contract is formed when the Company confirms acceptance of the Customer's order in writing.

3.3 Any variations or amendments to the agreed scope must be confirmed in writing by both parties.

4. Scope of Services

4.1 The Company will provide Services as specified in the Contract, ensuring compliance with:

- CMRP requirements for asset management.
- IRATA requirements for rope access activities.
- Relevant health, safety, and environmental regulations.
- Industry-specific codes and standards, including ISO, BS, or equivalent where applicable.

4.2 Any additional Services requested by the Customer will be charged at the Company's prevailing rates unless agreed otherwise.

5. Pricing and Payment

5.1 Prices exclude VAT and other applicable taxes unless explicitly stated otherwise.

5.2 Payment terms are strictly 30 days from the date of the invoice unless alternative arrangements are agreed in writing.

5.3 Late payments will incur interest at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received.

5.4 The Company reserves the right to suspend Services if payments are overdue.

6. Customer Obligations

6.1 The Customer must provide:

- Full and accurate information necessary for the provision of Services.
- Safe and unrestricted access to sites, facilities, and equipment required for performance.

- Compliance with all applicable health and safety regulations at the site.

6.2 The Customer is responsible for any delays, additional costs, or liabilities arising from incomplete or inaccurate information or site conditions.

7. Delivery and Performance

7.1 The Company will use reasonable efforts to meet agreed timelines for the provision of Services.

7.2 Completion of Services will be deemed to occur when the Company provides written confirmation that the scope has been fulfilled.

7.3 Delays caused by factors outside the Company's control, including force majeure events, will not constitute a breach of Contract.

8. Warranties

8.1 The Company warrants that:

- Services will be performed with reasonable skill, care, and diligence.
- Materials supplied (if any) will be of satisfactory quality and fit for their intended purpose.

8.2 The warranty does not apply to defects arising from:

- Customer-supplied information or materials.
- Improper use or maintenance by the Customer or third parties.

9. Liability and Mutual Hold Harmless

9.1 Each party agrees to indemnify and hold harmless the other party, its employees, and agents against claims, losses, or damages arising from the performance of the Contract, except where caused by negligence or breach of duty.

9.2 The Company is not liable for:

- Indirect or consequential losses, including loss of profit or business.
- Delays or damages caused by third-party contractors or unforeseen circumstances.

10. Health, Safety, and Environmental Compliance

10.1 The Company will ensure compliance with all relevant health, safety, and environmental legislation during the performance of Services.

10.2 The Customer is responsible for ensuring the work site complies with applicable safety standards and that any risks are mitigated before commencement.

11. Confidentiality

11.1 Both parties shall keep all confidential information obtained during the Contract strictly confidential unless required by law or with prior written consent.

11.2 This obligation extends beyond the termination of the Contract.

12. Termination

12.1 The Company may terminate the Contract immediately if:

- The Customer fails to meet payment obligations.
- The Customer breaches any material terms of the Contract.
- The Customer becomes insolvent or ceases trading.

12.2 Upon termination, the Customer must pay all outstanding charges, including for work completed up to the termination date.

STANDARD TERMS & CONDITIONS OF SALE

AON-IMS-003-001



13. Force Majeure

13.1 The Company is not liable for delays or failures caused by circumstances beyond its reasonable control, including but not limited to:

- Acts of God, natural disasters, or extreme weather.
- Industrial disputes, strikes, or lockouts.
- Regulatory changes or governmental actions.

14. Governing Law and Jurisdiction

14.1 This Contract and any disputes arising under it are governed by and construed in accordance with Scottish law.

14.2 The Scottish courts shall have exclusive jurisdiction to resolve any disputes.

15. Supply Chain Principles

15.1 The Company adheres to the Offshore Energies UK (OEUK) Supply Chain Principles, which include:

- **Collaborative Relationships:** Promoting open and transparent communication.
- **Fair Allocation of Risk:** Ensuring risks and costs are proportionally distributed.
- **Value Creation:** Focusing on achieving long-term value and performance benefits for all parties.
- **Continuous Improvement:** Emphasizing efficiency and innovation throughout the supply chain.

For any inquiries, please contact **Asset One Partners LLP** at info@assetonepartners.com