

## **RADNOR SERVICES: Terms and Conditions**

### **1. DEFINITIONS**

- 1.1 Radnor: the Radnor group company named in the Proposal.
- 1.2 Radnor Range Site: the area designated by Radnor for performance of the Range Services.
- 1.3 Range Officer: an employee appointed by Radnor to assist the Client.
- 1.4 Services or Range Services: the work or services to be undertaken by Radnor as detailed in the Proposal which may include the use of the Radnor Range Site including for testing, functioning and training.
- 1.5 Client: the person, firm, company or organisation for whom Radnor is to provide the services under the Contract as named in the Proposal.
- 1.6 Conditions: these terms & conditions.
- 1.7 Contract: the contract between Radnor and the Client comprising the Proposal and these Conditions, which contract is established by acceptance by the Client of the Proposal.
- 1.8 Proposal: the document headed 'proposal', which includes the description of the work or services to be undertaken by Radnor detailed by Radnor in consultation with the Client, submitted by Radnor to the Client.
- 1.9 Price: the total amount payable to Radnor by the Client for the provision of the Services, as detailed in the Proposal or as agreed separately between Radnor and the Client in writing.

### **2. ACCEPTANCE OF OFFER**

- 2.1 The contract between Radnor and the Client comprises the Proposal and these Conditions, which contract is established by the issue by the Client of its purchase order in accordance with the Proposal and Radnor's acceptance of the Client's purchase order.
- 2.2 These Conditions apply to the provision of all Services by Radnor and the Client accepts that these Conditions will govern all relations between it and Radnor in relation to the Services to the exclusion of any terms and conditions contained in any of the Client's documents including its purchase order even if the same purport to provide that the Client's own or some other terms shall apply or prevail and to the exclusion of any other terms implied by law, trade custom, practice or course of dealing.
- 2.3 No representation whatsoever whether oral or written made prior to the date of the Contract shall be deemed to be incorporated in the Contract or to have any binding effect on Radnor.
- 2.4 The Client must communicate its acceptance of Radnor's Proposal in writing. The Proposal shall remain open for acceptance by the Client by way of the issue of its purchase order for a period of 14 days from the date stated on it unless prior to acceptance the Client has been notified by Radnor in writing that the Proposal has been withdrawn.

### **3. INTERPRETATION**

- 3.1 If there shall be any conflict or inconsistency between the Proposal and these Conditions, the Proposal shall prevail. The terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the generality of the words preceding those terms.
- 3.2 The clause headings are for convenience only and shall not affect their interpretation.

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3.3 If any part of the Contract shall be held to be unenforceable to any extent, that will not affect or impair the legality, validity, or enforceability of any other provision of the Contract.

#### 4. RANGE SERVICES:

4.1 The nature and scope of the services to be undertaken by Radnor shall be as specified in the Proposal.

4.2 Radnor shall provide the Client with use of the Radnor Range Site as set out in the Proposal using reasonable care and skill.

4.3 Radnor will not confirm the availability of the Range Services until the Price is paid in full.

4.4 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.5 The Services shall be provided by Radnor itself or through one or more of its affiliates, vendors, sub-contractors or other service providers and these Conditions do not prevent Radnor from sub-contracting or delegating the performance or delivery of any of the Services.

4.6 If Radnor's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or a failure by the Client to perform any relevant obligation ('Client Default') then: (a) without limiting or affecting any other right or remedy available to it, Radnor shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Radnor's performance of any of its obligations; (b) Radnor shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Radnor's failure or delay to perform any of its obligations as set out in this Clause 4.6; and (c) the Client shall reimburse Radnor on written demand for any costs or losses sustained or incurred by Radnor arising directly or indirectly from the Client Default.

#### 5. INSURANCE

5.1 The Client must have adequate public liability insurance, with a minimum of £5,000,000 coverage, to cover any activities which it will or may carry out or participate in at the Radnor Range Site or at any other Radnor premises or involving any Radnor personnel, together with any liabilities and obligations of the Client under the Contract.

5.2 The Client must provide Radnor with a copy of its insurance policy and insurance certificate prior to use of the Range Services.

5.3 The Client agrees that it shall seek to recover any losses under its own insurance policy prior to making a claim against Radnor.

#### 6. DELIVERY, STORAGE AND DISPOSAL OF MATERIALS AND EQUIPMENT

6.1 Where the Proposal involves work on Client-owned equipment or material, the Client shall deliver such equipment or material at the time and to the places agreed by Radnor and shall remove such equipment or material together with any waste products as requested by Radnor.

6.2 The Client will ensure that the equipment or materials delivered are in good condition and fit for the purposes of the Proposal, and that they are delivered in a timely manner to ensure that Radnor can complete the work in accordance with the Proposal.

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6.3 If the Client wishes Radnor to dispose of any equipment, material or waste products that are owned by the Client and utilised in the Proposal, the Client is required to notify Radnor of the intended disposal. Where Radnor agrees to arrange for disposal then Radnor reserves the right to charge the Client an additional fee for this service, but otherwise the Client remains responsible for removal from the Radnor Range Site and disposal in compliance with all applicable laws.

6.4 The Client will notify Radnor in writing of any hazardous materials to be delivered, stored or used in any test or trial to be carried out under the Proposal. Such notification is subject to acceptance by Radnor and Radnor reserves the right to charge the Client an additional fee for the storage or use of any hazardous materials not specified in the Proposal.

6.5 Where any changes to the Proposal result in any additional requirements for any items to be stored on Radnor's premises, the Client will meet all reasonable costs associated with such storage.

6.6 Nothing in the Contract shall release the Client from its obligations under any statutory requirements including for health and safety, including to provide prior written notice to Radnor of any health or safety hazards associated with any equipment, material or other substances proposed to be supplied by the Client to Radnor.

## 7. SAFETY

7.1 The Client and its employees and accompanying visitors (if any) must comply with the safety instructions given by Radnor in relation to the safety of persons whilst within the Radnor Range Site. To the extent permitted by law, Radnor does not accept any liability for the Client's failure to comply with those instructions.

7.2 The Client and its employees and accompanying visitors (if any) must comply with any instructions delivered by the Range Officer. Non-compliance with the Range Officer's instruction or the applicable Range standing orders may lead to the Client or any such person being removed from the Radnor Ranges Site and Radnor shall have the right to terminate the provision of the Services, in which case the Price paid shall not be refunded and Radnor shall be entitled to claim any resulting losses and damages.

## 8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Both parties agree to treat any and all activities undertaken on the Radnor Range Site by either the Client or Radnor as confidential.

8.2 To the extent that Radnor may be required to disclose the Client's confidential information by order of a court or other public body that has jurisdiction over both parties, it may do so.

8.3 All Intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Client) shall be owned by Radnor. Radnor grants to the Client during the term of the Contract a limited licence to use Radnor's intellectual property rights for the sole purpose of receiving and using the Services if and to the extent required for that purpose.

## 9. PAYMENT

9.1 The Client agrees to pay Radnor the Price, fees and expenses in the amounts and at the times specified in the Proposal.

9.2 The Client shall pay 50% of the Price upon booking the Range Services. The remaining 50% is due within 30 days of issue of Invoice.

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9.3 Payment shall be due 30 days after demand or invoice and thereafter any sum unpaid shall bear interest at the rate of four per cent (4%) per annum above National Westminster Bank plc base lending rate for the time being in force until payment is made in full both before and after any relevant judgment.

9.4 All payments to be made by the Client under the Contract shall be made in full without any deduction, withholding, set-off or counter-claim of any nature whatsoever.

9.5 All prices, fees and costs are exclusive of Value Added Tax (VAT) which shall be payable in addition if applicable. If the payments under the Contract are understood to be exempt from VAT but HM Customs and Excise subsequently determine that VAT is payable on the supply of the services provided under this contract, then the Client shall pay to Radnor any such VAT upon receipt of a VAT invoice issued by Radnor.

## 10. TERMINATION OF CONTRACT

10.1 Radnor may at any time and for any reason terminate the Contract in whole or in part by giving the Client not less than 30 days' written notice.

10.2 Either party may at any time by written notice in writing to the other party terminate the Contract immediately if:

(i) the other party commits a breach of the Contract and fails to remedy the breach within 30 days of a notice specifying the breach and requiring its remedy within that 30 days period;

(ii) the other party (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors or enters into liquidation (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part of it, or documents are filed with the court for the appointment of an administrator of such party or notice of intention to appoint an administrator is given by the party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of that party or for the granting of an administration order in respect of such party, or any proceedings are commenced relating to the insolvency or possible insolvency of the party; or

(iii) the other party ceases or threatens to cease to carry on its business.

10.3 The termination of the Contract, however arising, is without prejudice to the rights and obligations of either party accrued prior to termination.

10.4 On termination of the Contract the Client shall immediately pay to Radnor all outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted, Radnor shall submit an invoice which shall be payable by the Client on receipt.

10.5 Those Conditions which expressly or impliedly have effect after termination shall continue in effect and to be enforceable notwithstanding termination, which shall include clauses 4, 12, 13, 14, 17, 24.

## 11. SUSPENSION AND FORCE MAJEURE

11.1 Radnor reserves the right to suspend this Contract if acting in compliance with the directions of or actions taken by any national or local government, governmental or regulatory body or the police.

11.2 No failure or omission by either party to carry out or observe any of the provisions of the Contract shall, except in relation to obligations to make payments, give rise to any claim against the party in question

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or be deemed a breach of the Contract if such failure or omission arises from any cause or event reasonably beyond the control of that party (a "Force Majeure Event"). In the event that a party is unable to fulfil its obligations because of a Force Majeure Event then its obligations under the Contract which are affected by that Force Majeure Event shall be suspended. The party whose obligations have been suspended shall give notice of such suspension as soon as reasonably possible to the other party stating the date and extent of such suspension and the cause and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party.

## 12. LIABILITY

12.1 Radnor does not exclude the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

12.2 Nothing in the Contract, including in this clause 12, shall exclude or restrict any liability of Radnor for death or personal injury resulting from the negligence of Radnor or its employees, servants, or agents or for any fraudulent pre-contractual misrepresentations made by it on which the Client can be shown to have relied, or for any other liability which by law it cannot limit or exclude.

12.3 The Client acknowledges that it is fully aware that the activities undertaken by it at the Radnor Range Site are hazardous activities and that it will carry out all activities pursuant to the Proposal at its own risk. The Client accepts these risks voluntarily. The Client accordingly releases and discharges Radnor from any and all liabilities, responsibilities, claims, causes of action, actions, losses, damages, costs, charges, and expenses of any nature which the Client may suffer or incur arising out of or in connection with its undertaking of or participation in any such activities except to the extent that any of the foregoing may not be lawfully limited or excluded.

12.4 Radnor shall not have any liability in respect of any indirect or consequential loss or damage, or for any loss of revenues, loss of profits, loss of anticipated savings, loss of goodwill, loss of use, loss of contracts, loss of reputation, or loss due to damage to data (in each case whether or not such losses are indirect or consequential).

12.5 Radnor, its employees, servants, and agents shall have no liability to the Client for any loss or damage suffered or incurred by the Client arising out of or in connection with any breach of the Contract save insofar as and to the extent that the same is caused by the negligence or wilful default of Radnor, its employees, servants or agents.

12.6 Subject to clauses 12.1 to 12.5 Radnor's total liability in respect of all causes of action that arise, whether in tort (including negligence), breach of contract or otherwise under the Contract shall in no circumstances exceed an amount equal to the Price paid by the Client.

12.7 The exclusions and limitations of liability set out in these Conditions set out the entire liability of the parties with regard to all matters arising out of or in connection with the Contract, whether in contract, tort (including negligence), for breach of statutory duty or otherwise.

## 13. DATA PROTECTION

The parties acknowledge that during the course of the relationship between them Radnor may process personal data including personal data which may be provided to it by or on behalf of the Client. Radnor will process such personal data as a data controller only for purposes related to the provision of its services and the performance of its obligations under this Agreement and shall do so in compliance with applicable data protection legislation including the Data Protection Act 2018. The Client shall ensure that any personal data which it provides to Radnor may lawfully be processed by Radnor for purposes related to the provision of its services and the performance of its obligations under this Agreement.

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#### 14. INDEMNITY

The Client indemnifies and shall keep indemnified and hold harmless Radnor and its employees, servants and agents from and against any and all liabilities, claims, demands, losses, costs, damages, actions, proceedings, fines, penalties or expenses including legal fees of any nature whatsoever arising out of or in connection with the use of the Radnor Range Site or the Range Services by the Client or by any third party attending the Radnor Range Site with or on behalf of the Client.

#### 15. RELATIONSHIP OF THE PARTIES

The relationship of the parties is exclusively that of independent contractors and nothing contained in this Contract shall be construed as creating any partnership, consortium, joint venture, agency, or any other legal relationship between the parties.

#### 16. NON ASSIGNMENT

Neither party may assign, transfer or otherwise dispose of or deal with this Contract in whole or in part or any interest therein without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. However, this shall not restrict the right of Radnor, where it considers it appropriate, to employ or appoint sub-contractors to carry out any work or services relating to the Proposal or to arrange for any other Radnor group company to carry out any of the work or services in addition to or instead of Radnor.

#### 17. PUBLICATION AND PUBLICITY

The Client agrees that it shall not, without the prior written consent of Radnor, advertise or publicly utilise the Radnor name or any trademark associated therewith, in conjunction with the Proposal or any results thereof.

#### 18. NOTICE

Any notice required in the Contract to be given in writing shall be deemed to have been duly given if (i) posted to the other party at its address set out in the Proposal by ordinary first class post and shall be deemed to have been received the second day after posting, or (ii) send by email to the email address of the other party as set out in Paragraph 6 of the Quotation.

#### 19. ENTIRE AGREEMENT

19.1 The Contract constitutes the entire agreement between Radnor and the Client relating to the Proposal and the provision of the services and supersedes all representations, agreements, statements and understandings made prior to the date of the Contract whether oral or in writing.

19.2 Each party acknowledges that in entering into the Contract it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as may be expressly provided in the Contract and accordingly any conditions, warranties or other terms implied by statute or common law are (save as to fraud) hereby excluded to the fullest extent permitted by law.

19.3 Any samples, drawings, descriptive matter or advertising issued by Radnor, and any descriptions or illustrations contained in Radnor's other materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them: they shall not form part of the Contract or have any contractual force unless expressly included in the Proposal.

#### 20. VARIATIONS

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No variation or modification expressed to be an amendment to this Contract shall have any effect unless made in writing and signed by a duly authorised representative of each party.

## 21. REGULATORY COMPLIANCE

21.1 Radnor and the Client shall each:

21.1.1 comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.

21.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

21.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the Contract.

21.2 If any official approval is needed from a governmental authority to the use of any supplies or the provision of any services under the Contract in any location or in any manner then such use is subject to that approval. Each party shall comply with any applicable laws on export control including the UK's Export Control Act 2002 and Export Control Order 2008.

## 22. NO POACHING

The Client shall not, without Radnor's express prior written consent, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from Radnor or employ or engage attempt to employ or engage any person who is, or has been, engaged as an employee, consultant or subcontractor of Radnor. The Client shall not be in breach of this Condition 22.1 if it hires an employee, consultant or subcontractor of the Supplier as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of the Supplier.

## 23. NO WAIVER

Any failure by either party to exercise or enforce any rights hereunder or otherwise shall not be deemed to be a waiver of such right or rights nor operate so as to prevent the exercise or enforcement of such a right or rights at any time or times thereafter.

## 24. THIRD PARTIES

Unless expressly stated otherwise, the Contract does not give any third party any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, and the rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

## 25. GOVERNING LAW

This Contract shall be governed by and construed in accordance with English law.

## 26. ARBITRATION

26.1 Any dispute, controversy or difference that may arise out of or in connection with the Contract or the breach of it or otherwise shall be submitted to arbitration in the London Court of International Arbitration ("LCIA") in London, U.K. and, for these purposes, each party irrevocably submits to the jurisdiction of the arbitration by LCIA.

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26.2 Each party irrevocably waives any objection which it might have at any time to the LCIA being nominated as the forum to hear and decide any proceedings and to settle any disputes and irrevocably agrees not to claim that the LCIA is not a convenient or appropriate forum.

26.3 Process by which any proceedings are begun in England may be served on either party by being delivered to the relevant address set out in the Proposal, provided that this does not affect the right to serve process in another manner permitted by law.

26.4 To the extent that the Client may be entitled in any state or jurisdiction to claim or benefit from any immunity (whether characterised as state immunity, sovereign immunity, act of state or otherwise) now or hereafter for itself or any of its property or assets in respect of its obligations under this Agreement from service of process or other documents relating to proceedings, jurisdiction, suit, judgement, execution, attachment or legal process, or to the extent that in any such jurisdiction there may be attributed to it or any of its property or assets such immunity (whether or not claimed), the Client expressly, unconditionally and irrevocably agrees not to claim, invoke or permit to be invoked on it or its property or assets' behalf or for it or its property or assets' benefit and hereby expressly, unconditionally and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

26.5 The Client consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with the proceedings including, without limitation, the making enforcement or execution against any property or assets whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in the proceedings.

26.6 The Client irrevocably and unconditionally acknowledges that the execution, delivery and performance of the Contract constitute private and commercial (and not public) acts of the Client.

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