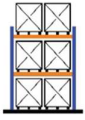


WAREHOUSE
STORAGE
LIMITED

TERMS AND CONDITIONS OF SALE

OF

WAREHOUSE STORAGE LIMITED

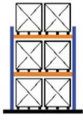


1 APPLICATION OF THESE CONDITIONS

- 1.1 These Conditions apply to and form part of the Contract between Warehouse Storage Limited and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 1.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Warehouse Storage Limited otherwise agrees in writing.
- 1.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Warehouse Storage Limited and the Customer respectively.
- 1.4 Each Order by the Customer to Warehouse Storage Limited shall be an offer to purchase Deliverables subject to the Contract including these Conditions.
- 1.5 Warehouse Storage Limited may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:
- 1.5.1 Warehouse Storage Limited's written acceptance of the Order; or
 - 1.5.2 Warehouse Storage Limited or Warehouse Storage Limited's nominated carrier delivering the Goods or notifying the Customer that the Goods are ready to be collected (as the case may be); or
 - 1.5.3 Warehouse Storage Limited performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 1.6 Rejection by Warehouse Storage Limited of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 1.7 Warehouse Storage Limited may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 1.8 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

2 CANCELLATION AND WITHDRAWAL

- 2.1 Warehouse Storage Limited may withdraw, cancel or amend a Quotation where (a) such Quotation has not been accepted by the Customer, or (b) the Services have not started, or (c) the Goods have not been delivered, within a period of 7 days from the date of the Quotation (unless the Quotation has already been withdrawn).
- 2.2 Either party may cancel an Order for any reason at any time before Warehouse Storage Limited accepts that Order in accordance with clause 1.5.
- 2.3 The Customer may request changes to the Deliverables (a Change Request), provided that the Customer submits a Change Request no less than 30 days before the date(s) specified in the Order for performance of the Services or the delivery of the Goods, as the case may be. Warehouse Storage Limited shall not be bound by a Change Request and may at its discretion reject any Change Request. Where Warehouse Storage Limited agrees to fulfil a Change Request, the Price for the Deliverables will be amended accordingly.



WAREHOUSE STORAGE LIMITED

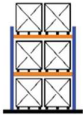
- 2.4 Warehouse Storage Limited will promptly notify the Customer of any changes required to the Deliverables or how they are provided as a result of Force Majeure. Warehouse Storage Limited will use reasonable endeavours to keep any such changes to a minimum.

3 PRICE

- 3.1 The price for the Deliverables shall be as set out in the Quotation or, where no such provision is set out, shall be as advised by Warehouse Storage Limited from time to time before the date the Order is placed (the **Price**).
- 3.2 The Prices are exclusive of:
- 3.2.1 insurance, transport, packaging, delivery, storage, and all other related charges, duties and taxes (other than VAT), which shall be charged in addition at Warehouse Storage Limited's standard rates, and
 - 3.2.2 VAT (or equivalent sales tax).
- 3.3 The Customer shall pay any applicable VAT to Warehouse Storage Limited on receipt of a valid VAT invoice.
- 3.4 Warehouse Storage Limited may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing.
- 3.5 Notwithstanding clause 3.4, Warehouse Storage Limited may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to Warehouse Storage Limited of supplying the relevant Deliverables which exceeds £500 (exclusive of VAT) and which is due to any factor beyond Warehouse Storage Limited's control.

4 PAYMENT

- 4.1 Warehouse Storage Limited shall invoice the Customer for the Deliverables, partially or in full, at any time following acceptance of the Order.
- 4.2 The Customer shall pay all invoices:
- 4.2.1 in full without deduction, withholding or set-off, except as required by law or, where the Housing Grants, Construction and Regeneration Act 1996 applies, to the extent the Customer is entitled to withhold payment pursuant to a valid payment notice or pay less notice, in cleared funds within 30 days of the date of each invoice; and
 - 4.2.2 to the bank account nominated by Warehouse Storage Limited.
- 4.3 Where the Order contains payment terms and conditions specified and approved by Warehouse Storage Limited that conflict with these Conditions, the terms and conditions contained in the Order shall prevail.
- 4.4 If agreed between the parties in writing before entry into the Contract, the Customer may withhold the Final Completion Fee (Retention) from payment to Warehouse Storage Limited upon Practical Completion. If material observable defects have appeared or the Services have not been completed in a good and workmanlike manner (the **Defects**), and the Customer has notified Warehouse Storage Limited of those Defects in writing within the Completion (Retention) Period, Warehouse Storage Limited will use reasonable endeavours to make good those Defects. Once the Defects have been made good by Warehouse Storage Limited, Warehouse Storage Limited will issue a certificate of making good defects.
- 4.5 Any Final Completion Fee (Retention) shall be paid in full immediately following the issue of a certificate of making good defects or immediately upon the expiry of the Completion (Retention) Period, whichever occurs earlier.



WAREHOUSE STORAGE LIMITED

4.6 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.6.1 Warehouse Storage Limited may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force and claim compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, and

4.6.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 CREDIT LIMIT

Warehouse Storage Limited may set and vary credit limits from time to time and may suspend performance and withhold all further supplies if the Customer exceeds such credit limit.

6 PERFORMANCE

6.1 The Goods shall be delivered by Warehouse Storage Limited, or its nominated carrier, to the Location on the date(s) specified in the Quotation or otherwise notified by Warehouse Storage Limited to the Customer.

6.2 The Goods shall be deemed delivered on arrival only of the Goods at the Location by Warehouse Storage Limited or its nominated carrier (as the case may be).

6.3 The Services shall be performed by Warehouse Storage Limited at the Location on the date(s) specified in the Quotation or otherwise notified by Warehouse Storage Limited to the Customer.

6.4 The Services shall be deemed performed on completion of the performance of the Services at the Location where the Deliverables are in a state which is free from apparent material deficiencies or material defects and there are no incomplete works, the condition or completion of which would prevent normal, reasonable and beneficial use of the Deliverables (**Practical Completion**). For the avoidance of doubt, the Services shall not be considered incomplete by reason only of minor defects or minor omissions which do not materially prevent such normal, reasonable and beneficial use, or by reason only of the Location not being left in a clean and tidy condition.

6.5 Warehouse Storage Limited may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.6 Time of performance of the Services is not of the essence. Warehouse Storage Limited shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.

6.7 Unless the parties agree otherwise, packaging material is to be promptly returned to Warehouse Storage Limited at the Customer's expense.

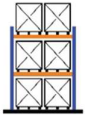
6.8 Warehouse Storage Limited shall not be liable for any delay in, or failure of performance caused by:

6.8.1 the Customer's failure to make the Location available;

6.8.2 the Customer's failure to prepare the Location in accordance with Warehouse Storage Limited's instructions or as required for the performance of the Services;

6.8.3 the Customer's failure to provide Warehouse Storage Limited with adequate instructions for performance or otherwise relating to the Services;

6.8.4 Force Majeure.



7 THIRD PARTY CONTRACTORS

By entering into a Contract, the Customer agrees that Warehouse Storage Limited may utilise third party suppliers and contractors in carrying out Services under that Contract.

8 RISK AND TITLE

8.1 Where Warehouse Storage Limited provides Goods, or where Goods are incorporated into the Services, title to the Goods shall pass to the Customer once Warehouse Storage Limited has received all amounts due to Warehouse Storage Limited from the Customer that are outstanding.

8.2 The Goods are at the Customer's risk from the time of delivery.

9 WARRANTY

9.1 Warehouse Storage Limited warrants that, at the time of delivery, the Deliverables shall:

9.1.1 conform in all material respects to their description;

9.1.2 be free from material defects;

9.1.3 be supplied with reasonable care and skill.

9.2 The Customer warrants that it has provided Warehouse Storage Limited with all relevant, full and accurate information as to the Customer's business and needs.

9.3 As the Customer's sole and exclusive remedy, Warehouse Storage Limited shall, at its sole option, remedy, re-perform or refund the Deliverables that do not comply with clause 9.1, provided that:

9.3.1 the Customer serves a written notice on Warehouse Storage Limited not later than five Business Days from performance or delivery in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance or delivery in the case of latent defects; and

9.3.2 such notice specifies that some or all of the Deliverables do not comply with clause 9.1 and identifies in sufficient detail the nature and extent of the defects; and

9.3.3 the Customer gives Warehouse Storage Limited a reasonable opportunity to examine the claim of the defective Deliverables.

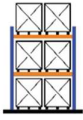
9.4 The provisions of these Conditions shall apply to any Deliverables that are remedied or re-performed with effect from performance of the remedied or re-performed Deliverables.

9.5 Except as set out in this clause 9, Warehouse Storage Limited shall have no liability for the failure of any Deliverables to comply with the warranty in clause 9.1.

9.6 Save as set out in this clause 1.36.1, Warehouse Storage Limited gives no other warranties and Warehouse Storage Limited excludes, to the fullest extent permitted by law, all warranties, terms and conditions that would otherwise be implied into the Contract, including all warranties implied by law, custom, practice and course of dealing as to the quality of the Deliverables and their fitness for purpose.

9.7 The Customer is responsible for ensuring, that:

9.7.1 the Specification is complete, accurate and fit for the Customer's purposes; and



9.7.2 the Deliverables are suitable for the Customer's purposes.

10 INDEMNITY AND INSURANCE

10.1 The Customer shall indemnify Warehouse Storage Limited against all losses, damages, liabilities, costs (including reasonable legal fees) and expenses suffered or incurred by Warehouse Storage Limited to the extent arising directly or indirectly from:

10.1.1 the Customer's breach of any of its obligations under the Contract;

10.1.2 any loss or damage to any equipment (including that belonging to third parties) caused by the Customer or the Customer Personnel.

10.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or such other country by agreement in writing with Warehouse Storage Limited to cover its obligations under the Contract. On request, the Customer shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

11 LIMITATION OF LIABILITY

11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2 Subject to clauses 11.5 and 11.6, Warehouse Storage Limited's total liability shall be limited to the Price paid by the Customer under the Contract in the 12 months preceding the date the liability arose or £1,000,000, whichever is the lower sum.

11.3 Subject to clauses 11.5 and 11.6, Warehouse Storage Limited shall not be liable for consequential, indirect or special losses.

11.4 Subject to clauses 11.5 and 11.6, Warehouse Storage Limited shall not be liable for any of the following (whether direct or indirect): loss of profit, loss of revenue, loss or corruption of data, loss or corruption of software or systems, loss or damage to equipment, loss of use, loss of production, loss of contract, loss of commercial opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill, and/or wasted expenditure.

11.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by the Customer under the Contract.

11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

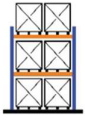
11.6.1 death or personal injury caused by negligence;

11.6.2 fraud or fraudulent misrepresentation;

11.6.3 any other losses which cannot be excluded or limited by Applicable Law.

12 INTELLECTUAL PROPERTY

12.1 The Intellectual Property Rights in any materials, plans, information, goods, software and/or equipment, in whatever form, existing prior to the entering into of a Contract, or developed solely by one party entirely independently and unrelated to the Contract, shall be owned by the developing party.



- 12.2 The Intellectual Property Rights in any materials, plans, information, goods, software and/or equipment, including drawings, designs, specifications or data, developed or produced by Warehouse Storage Limited in pursuance of a Contract shall remain vested in Warehouse Storage Limited unless specifically agreed otherwise in writing by Warehouse Storage Limited prior to entering into the Contract.

13 CONFIDENTIALITY AND ANNOUNCEMENTS

- 13.1 All Confidential Information shall remain the property of the disclosing party.
- 13.2 The receiving party will not divulge any Confidential Information of the disclosing party to any person other than its Personnel on a need to know basis and will use such Confidential Information solely in performing its obligations under the Contract. This obligation shall not extend where such information:
- 13.2.1 was in the public domain at the time it was disclosed or later becomes public knowledge at a future date, other than as a result of the receiving party's breach of its obligations in this clause 13; or
 - 13.2.2 was in the receiving party's possession or was known to the receiving party without restriction at the time of its disclosure; or
 - 13.2.3 is required to be disclosed by applicable law, regulation of a stock exchange, by order of a court or administrative body of any relevant competent jurisdiction or by any other regulatory authority.
 - 13.2.4 The obligations of either party under this clause 13 shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by a breach by any party of its obligations under this Contract.

14 DATA PROTECTION

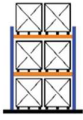
The parties agree to comply with their respective obligations under the Data Protection Laws in respect of any Personal Data, which the parties supply or receive under, or in connection with, this Contract in their respective roles as either Data Controller or Data Processor (as defined under Data Protection Laws). Where a party is Data Controller it will ensure that it has obtained from all relevant Personnel all consents which may be necessary in order for it, or the Data Processor, to lawfully process Personal Data about the Personnel for the purposes of delivering the Services. The parties both warrant that they shall both take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data.

15 FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of, the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing (a) when such Force Majeure event causes a delay or failure in performance, and (b) when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, the party not affected may terminate the Contract by written notice to the other party. For the avoidance of doubt, a Force Majeure event shall not affect the Customer's payment obligations under the Contract.

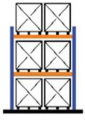
16 TERMINATION

- 16.1 Warehouse Storage Limited may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:
- 16.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;



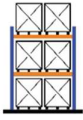
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- 16.1.2 the Customer commits a material breach of the Contract which is not remedied within 10 Business Days of receiving written notice of such breach;
 - 16.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 15 days after due date for payment; or
 - 16.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled hereunder.
- 16.2 Warehouse Storage Limited may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 16.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Warehouse Storage Limited reasonably believes that to be the case;
 - 16.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 16.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 16.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 16.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.2.8 has a resolution passed for its winding up;
 - 16.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.2.10 is subject to any procedure for the taking control of its goods;
 - 16.2.11 has a freezing order made against it;
 - 16.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 16.2.13 is subject to any events or circumstances analogous to those in clauses 16.2.1 to 16.2.12 in any jurisdiction.
- 16.3 Warehouse Storage Limited may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 16.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Warehouse Storage Limited to terminate the Contract under this clause 16, it shall immediately notify Warehouse Storage Limited in writing.
- 16.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Warehouse Storage Limited at any time up to the date of termination.



17 GENERAL

- 17.1 **Dispute Resolution:** subject to either party's rights and remedies under the Contract, including any right to adjudicate at any time, the parties agree to use reasonable efforts to negotiate and amicably resolve any disputes in relation to the Contract by senior level negotiations.
- 17.2 **Publicity:** neither party shall make any public announcement regarding the existence or subject matter of the Contract without the prior written consent of the other party.
- 17.3 **Time:** unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.
- 17.4 **Notices:** any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, or by pre-paid first-class post, or other next working day delivery service, or by airmail at its registered office (if a company) or its principal place of business (in any other case), or by email to an address used by the receiving party in connection with the Order or the Contract (or the performance of any part of it) or otherwise notified by the receiving party. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by airmail, at 9:00 am on the fifth Business Day after posting; and if sent by email, at the time of transmission, or, if this time falls outside of business hours in the place of receipt, when business hours resume. In this clause 17.4, business hours means 9:00am to 5:00pm on a Business Day.
- 17.5 **Assignment:** the Customer shall not assign nor in any manner transfer any interest or claim in the Contract to any third party, unless authorised in advance in writing by Warehouse Storage Limited, such authorisation not to be unreasonably withheld or delayed.
- 17.6 **Sub-contracting:** the Customer may only sub-contract its rights or obligations under the Contract with Warehouse Storage Limited's prior written consent.
- 17.7 **Severability:** if any provision of the Contract (or part of any provision) is held by any competent authority to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.8 **Amendment:** no amendment or variation of the Contract shall be effective unless it is in writing and signed by an authorised representative of the parties.
- 17.9 **Entire Agreement:** this Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 17.10 **No Partnership or Agency:** nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.
- 17.11 **Third Party Rights:** except as expressly provided for in this clause 17.11 a person who is not a party to the Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract. Warehouse Storage Limited's Affiliates and assignees shall have the right to enforce the provisions of this Contract.
- 17.12 **Costs:** each party shall pay their own costs and expenses incurred by it in connection with the entry into of the Contract.
- 17.13 **Counterparts:** the Contract may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Contract.

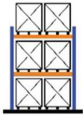


- 17.14 **Conflicts within contract:** if there is a conflict between the terms contained in the Conditions and the terms of the Accepted Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.
- 17.15 **Governing law:** the Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.16 **Jurisdiction:** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

18 Definitions and interpretation

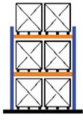
18.1 In these Conditions the following definitions apply:

Accepted Order	means a Quotation accepted by the Customer or, where the Customer submits an Order, an Order accepted by Warehouse Storage Limited in accordance with clause 1;
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for business in England;
Conditions	means Warehouse Storage Limited's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between Warehouse Storage Limited and the Customer for the supply and purchase of Deliverables incorporating these Conditions, the Quotations, the Orders (but only once the Order has been accepted by Warehouse Storage Limited) and including all their respective schedules, attachments, annexures and statements of work;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls , Controlled and under common Control shall be construed accordingly;
Controller	shall have the meaning given to it in applicable Data Protection Laws from time to time;



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Customer	means the named party in the Contract which has agreed to purchase the Deliverables from Warehouse Storage Limited and whose details are set out in the Order;
Customer Personnel	means all employees, officers, staff, other workers, agents and consultants of the Customer;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Deliverables	means the Goods or Services or both as the case may be;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;
Final Completion Fee (Retention)	means an amount equal to 2% of the Price which may be withheld by the Customer until the earlier of the issue of the certificate of making good defects or, where no Defects have been notified in writing within 6 months after Practical Completion, the expiry of that 6-month period (the Completion (Retention) Period);
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving Warehouse Storage Limited or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
Goods	means the goods and related accessories, spare parts and Documentation and other physical material set out in the Accepted



Order and to be supplied by Warehouse Storage Limited to the Customer in accordance with the Contract;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to inventions, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled; and
- (f) in whichever part of the world existing;

Location

means the address or addresses for performance of the Services as set out in the Order or such other address or addresses as notified by Warehouse Storage Limited to the Customer at least 15 Business Days prior to performance;

Order

means the order for Deliverables from Warehouse Storage Limited placed by the Customer in substantially the same form as set out in the Customer's order form;

Personal Data

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Personnel

means the Customer Personnel or Warehouse Storage Limited Personnel or both as the case may be;

Price

has the meaning set out in clause 3.1;

processing

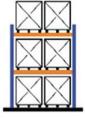
has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processing**, **processed**, and **processes** shall be construed accordingly);

Processor

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Quotation

means the document identified as the quotation which sets out in detail the Deliverables to be provided by Warehouse Storage Limited to the Customer;



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Services	means the Services set out in the Accepted Order and to be performed by Warehouse Storage Limited for the Customer in accordance with the Contract;
Specification	means the description or Documentation provided for the Services set out or referred to in the Contract;
Warehouse Storage Limited	means Warehouse Storage Limited, a private limited company incorporated in England with registered number 15364885 and its registered office at 4 Sceptre House Hornbeam Square North, Hornbeam Park, Harrogate, North Yorkshire, England, HG2 8PB;
Warehouse Storage Limited Personnel	means all employees, officers, staff, other workers, agents and consultants of Warehouse Storage Limited, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

37.2. In these Conditions, unless the context otherwise requires:

- (a) any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- (b) a reference to a 'party' means either the Customer or Warehouse Storage Limited and includes that party's personal representatives, successors and permitted assigns;
- (c) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- (d) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (e) words in the singular include the plural and vice versa;
- (f) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.