



General Terms And Conditions For The Supply Of Services

1. Definitions & Interpretations

In this document the following words shall have the following meanings:

- 1.1 CUSTOMER means any individual acting in the course of business, partnership, limited company, charity or organisation that from time to time purchases Services from the Supplier
- 1.2 SUPPLIER means Starboy Technology Ltd a company registered in England and Wales with company no. 12140934 with registered address 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ
- 1.3 PROPOSAL means a statement of work, quotation, description of work or other similar document or statement whether in written form or oral describing the Services to be provided issued by the Supplier to the Customer
- 1.4 SERVICES (where the initial 'S' is capitalised) means the services specified in the Contract and the supply of associated goods
- 1.5 The CONTRACT shall mean any agreement for Services subject to offer and acceptance with consideration from both parties with an intention to legally bind. The contents of the Contract are set out in section 2.2 of these Terms and Conditions
- 1.6 FEE and FEES shall mean charges and expenses that will be invoiced by the Supplier to the customer for the Services provided
- 1.7 TERMS AND CONDITIONS (where the initial letters i.e. 'T' and 'C' are capitalised) means these terms and conditions of supply set out in this document).
- 1.8 ORDER means any Customer instruction to the Supplier to perform work, whether written or oral, intending for the Supplier to perform Services. Orders will most often be express instructions but may be implied, dependent upon the circumstances and subject to the intention to legally bind the parties.

For the purposes of interpretation it is noted that:

- 1.9 Headings in these Terms and Conditions shall not affect their interpretation
- 1.10 Where translations have been made of the Terms and Conditions, the official original English rendition will be considered the authoritative version

2. Applicability, Variation and Conflict of Terms

- 2.1 These Terms and Conditions shall apply to all Contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication by the Customer
- 2.2. The Contract for the Services will incorporate (a) any Order for the Services accepted by the Supplier, (b) any corresponding Proposal for the Services, (c) these Terms and Conditions and (d) any express written further terms and conditions which have been mutually agreed and are recognised as being contractual in effect for the Services (including, for example, a formally executed supplier agreement). The Contract will not



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incorporate any other term unless such a term has been expressly referred to in (a) the Proposal, (b) these Terms and Conditions or (c) any other written further terms and conditions which have been mutually agreed and are recognised as being contractual in effect.

- 2.3 If there is a conflict of terms the order of precedence will be (a) any express written further terms and conditions which have been mutually agreed and are recognised as being contractual in effect (e.g. a formally executed supplier agreement); (b) the Proposal; (c) these Terms and Conditions and (d) the Order.
- 2.4 After commencement of the Contract, any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier
- 2.5 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute law or regulation

3. Ordering Mechanism

- 3.1 Where there is a Proposal, the Customer shall be deemed to have accepted the Proposal if he places an Order with the Supplier for the Services. Where such an Order is made within the validity period of the Proposal, the Contract will commence. Where the validity period of the Proposal has expired and the Customer has placed an Order, the Supplier may accept the Order in which case the Contract will be considered binding with the Proposal forming part of that Contract. In such case any time obligations on the Supplier set out in the Proposal will not be applicable.
- 3.2 Where there is no Proposal, if the Customer gives an Order with the Supplier which the Supplier accepts, the Customer shall be deemed to have entered into the Contract.
- 3.3 In the absence of any express statement to the contrary, prior to the Contract any written Proposal made by the Supplier shall remain valid for a period of thirty calendar days and any oral Proposal made by the Supplier shall remain valid for a period of five calendar days.

4. Fees, Expenses & Price

- 4.1 Where a Proposal has been issued, the Fee for the Service is as specified in the Proposal. If an Order is provided by a Customer before a Proposal is issued and the Contract commences before the Proposal is issued, a written Proposal may still be drawn up setting out the Fee after the Contract has commenced. If the Proposal is not drawn up, the Fee will be as set out in the Order. If neither the Proposal nor the Order set out the Fee, the Supplier will charge on a reasonable basis and if this reasonable charge is unacceptable to the Customer, the Customer will be able to invoke clause 11 – Cancellation and Termination to terminate future obligations.
- 4.2 Fees are based on the Supplier's current assessment of costs and are subject to amendment with reasonable notice. Where a Fee escalation is unacceptable to the Customer, the Customer will be able to invoke clause 11 – Cancellation and Termination to terminate future obligations.
- 4.3 The Supplier reserves the right to charge Fees on a monthly basis for work carried out as part of the Contract.
- 4.4 Where the Proposal has set out the Fee but incidental additional expenses are incurred necessary for the performance of the Contract, if these are reasonably considered as substantial, the Supplier will notify the Customer in advance of proceeding with such expenditure and seek permission to proceed. If such expenditure is not reasonably considered as substantial, the Supplier has deemed permission to proceed from the Customer and does not need to notify the Customer. Once permission to proceed is established, whether deemed or otherwise, incidental additional expenditure, whether



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substantial or not substantial, will be recoverable by the Supplier from the Customer as part of the Fee which will be adjusted accordingly.

- 4.5 If any services not specified in the Contract are performed incidental to the Contract but necessary for the purpose of performance, the Supplier will notify the Customer in advance of proceeding with such non-contractual services and seek permission to proceed and incorporate these non-contractual services into the Contract's Services. If such non-contractual services are not reasonably considered as substantial, the Supplier has deemed permission to proceed from the Customer and does not need to notify the Customer. In such case, charges for non-contractual services will be made on a quantum meruit basis as set out in any Supplier invoice. If required by the Customer, the Supplier will provide justification of the valuation method.
- 4.6. Where in the course of delivery of the Services, goods are being supplied or transferred from the Customer to the Supplier, a price for the goods will be payable. The price will be set out in the contract. If the price is not set out in the Contract, the Supplier will be entitled to reimbursement of the Supplier's costs and an additional 20%. In such case, the Customer will be entitled to the original third party invoices to the Supplier.

5. Payment, Completion And Title

- 5.1 Payment of the Fee and any price shall be in the manner specified in the Proposal or, if not specified, on the invoice detailing the work
- 5.2 Completion of the work shall be deemed to have taken place when such Services as described in the Proposal has been carried out, or if a Proposal has not been issued, when the Services can be reasonably considered to have been completed or substantially completed (save for minor breaches). At this stage full payment of the Fee shall become due if full payment has not been set out in either the Proposal or any other notification as being due earlier.
- 5.2 Credit terms to extend the payment due date will extend the payment due date to the Customer to no more than strictly 30 days from the date of the invoice unless agreed beforehand, notwithstanding that the actual payment due date for each milestone and stage is due on the dates as specified in the Contract, or if not specified, in accordance with Clause 5.2. These credit terms will not be extended for goods for which payment will be due in accordance with Clauses 5.4 and 5.5.
- 5.3 If the Customer fails to make any payment within thirty days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1.5% per month on the outstanding amounts
- 5.4. If goods are transferred or supplied during the course of the Contract from the Supplier to the Customer, payment will become due if not specified by the Proposal at the point of delivery.
- 5.5. If goods are transferred or supplied during the course of the Contract from the Supplier to the Customer with title prior to delivery vesting with the Supplier, and title is to pass under the Contract, title will not pass until payment has been made. For the duration that payment is not made, whilst payment is due, the risk in the goods will be borne by the Customer.

6. Customer Obligations

To enable Supplier to perform its obligations the Customer shall:

- 6.1 Keep agreed appointments in order to meet the necessary timescales
- 6.2 Provide the Supplier with any information reasonably required by the Supplier
- 6.3 Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of the Customer.



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- 6.4 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

7. Supplier Obligations

- 7.1 The Supplier shall perform the Services with reasonable skills and care and to a reasonable standard.
- 7.2 The Supplier shall not be liable for failure to complete the work within the proposed timeline.

8. Confidentiality

- 8.1 Information disclosed by the customer will be managed in accordance with any Non-Disclosure Agreement in place.

9. Complaints And Disputes

9.1 If there is a dispute about the interpretation or operation of this Contract then the Supplier will make every effort to resolve the dispute when and where it arises, negotiating on the basis of good faith

10. Limitation Of Liability

- 10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract or otherwise in excess of the price of the Service.
- 10.2 The Supplier shall have no liability to the Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer which is of an indirect or consequential nature including without limitation the following
 - i) loss or deferment of profit;
 - ii) loss or deferment of revenue;
 - iii) loss of goodwill;
 - iv) loss of business;
 - v) loss or deferment of production or increased costs of production;
 - vi) the liabilities of the Customer to any other party
- 10.3 The Supplier will not be held responsible for third party costs incurred by the Customer for any reason whatsoever.
- 10.4 The Supplier will not be liable for any breach of affiliates of the Supplier. The Customer may have action against any affiliate through negligence, any other tort or, if a contract exists between Customer and the affiliate, through contract. This will not involve the Supplier.

11. Cancellations & Termination

- 11.1 The Customer may cancel the Service for any good reason by notifying the Supplier in writing at tariq@starboy.tech giving 30 days' notice.



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- 11.2 All work undertaken up to receiving cancellation must be paid for within the notice period
- 11.3 The Supplier may terminate the Service for any good reason within 30 days, giving written notice to the customer
- 11.4 The Supplier may, at the customer's expense charge any costs relating to the winding up of any work being carried out as part of the contract including, but not limited to, fees, court or tribunal costs or any other reasonable third party liabilities

12. Suspension and Force Majeure

- 12.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.
- 12.2 Should the work of the Contract be delayed or suspended at the request of or through the default of the Customer for a period exceeding four weeks, the Supplier shall be entitled to payment of the Fees resulting from all the work carried out up to and including the end of the period

13. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14. Governing Law And Jurisdiction

Any disputes or claims arising out of or in connection with these Terms and Conditions of Business or the contract shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction.

15. Acceptance Of Terms

Where these Terms and Conditions are published on the company website prior to the Contract or where any business correspondence through letter or email refers to these Terms and Conditions, the Customer will be deemed to have notice of these Terms and Conditions.

*Dated 16th February 2021
Version 1.1*