

Supply of Goods and/or Services

REL-000-D003

1. DEFINITIONS AND INTERPRETATION

- 1.1. Conditions: these conditions for the Supply of Goods and/or Services.
- 1.2. Contract: Relay Quotation, these conditions for the Supply of Goods and Services and the Order.
- 1.3. Customer: the business (a sole trader, firm, company or other organization) named in the Order or who accepts the quotation or whose Order is accepted by Relay.
- 1.4. Relay: means the business Relay Engineering Limited or its subsidiary company specified in the Quotation.
- 1.5. Equipment: means any equipment which Relay provides as part of the Services or hired to the Customer.
- 1.6. Goods: the goods (or any part of them) set out in the Order.
- 1.7. Quotation: means Relay's written Quotation for the Goods or Services.
- 1.8. Order: the Customer's purchase order for the Goods and/or Services or the Customer's acceptance of a Quotation for the Goods and/or Services from Relay.
- 1.9. Services: the services (if any) or of any part of them as set out in the Order.
- 1.10. Site: the Customer premises or premises identified by the Customer at which the Services are to be performed.
- 1.11. Business Day(s): any day in which normal business operations are conducted. Where Relay company in Quotation is based in:
 - a) UK & UAE: Monday through to Friday are Business Day(s).
 - b) Other Middle East: Sunday through to Thursday are Business Day(s).

Public holidays are not classed as Business Days.

2. CONDITIONS OF SUPPLY

- 2.1. These conditions override any terms and conditions the Customer may have put forward unless Relay has expressly agreed in writing to any other conditions.
- 2.2. Unless otherwise agreed in writing, Relay's quotation will be valid for thirty (30) days from submission and is subject to the availability of the Goods and/or Relay having the equipment, personnel and other resources available and receiving reasonable notice to supply Goods and/or Services.

3. PRICE AND PAYMENT

- 3.1. Charges for the Goods and/or Services are those stated in the Contract.
- 3.2. Relay reserves the right to adjust pricing to take account of:
 - a) any change in delivery dates, quantities or specifications requested by the Customer as detailed on a variation order agreed between Relay and the Customer in accordance with clause 14; or
 - b) any delay caused by any instructions of or by the Customer; or
 - c) failure of the Customer to give Relay adequate information or instructions.
- 3.3. The Customer will normally be advised in writing of any such variation in the Price.

3.4. Where Relay are supplying Goods to the Customer unless the prices quoted are stated as fixed, the prices payable for the Goods shall be those charged by Relay at the time of dispatch so that Relay reserves the right at any time to revise the quoted prices to take account of increases in cost including (without limitation) costs of raw materials or labour and any variation in exchange rates.

3.5. The price of the Goods and/or Services are exclusive of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from Relay, pay to Relay such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.

3.6. Relay may invoice the Customer for the Goods and/or Services on or at any time after delivery of the Goods or completion of Services.

3.7. Relay reserves the right to demand payment for the Goods and/or Services in advance of delivery of the Goods or prior to performance of the Services and shall notify the Customer in writing if it requires payment before delivery or performance.

3.8. The Customer shall pay the invoice in full (without any deduction or withholding except as required by law) and in cleared funds within thirty (30) days of the date of the invoice (the Due Date). Payment shall be made to the bank account nominated in writing by Relay.

3.9. Time of payment is of the essence. Relay reserves the right to:

- a) withdraw any discount offered to the Customer should full payment not be made on time. Discounts are offered strictly on condition that payment is made by the Due Date.
- b) charge interest on the overdue amount at the rate. This will be 8% per annum above Bank of England base lending rate in place at the time the Customer fails to make any payment due to Relay under the Contract by Due Date. Such interest shall accrue daily from the Due Date until the date of actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount.

3.10. Relay may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Relay to the Customer.

3.11. Customer agrees that Relay may assign or transfer any debt owed by Customer to Relay, arising under or in connection with this Contract, to another Relay company, a debt collector, debt collection agency, or other third party.

4. COMPLIANCE WITH LAWS AND SAFETY REQUIREMENTS

- 4.1. The Customer shall:
 - a) comply with all laws, rules, regulations, decrees, ordinances, licences and consents issued by any national or local governmental or other authority relating to the subject matter of this Contract and the Goods and/or Services; and
 - b) obtain all necessary site consents, licences, permits and permissions or similar required for the Goods and/or Services; and

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- c) provide free of charge suitable health, safety and welfare facilities for Relay personnel; and
- d) provide full details of any potential hazards and/or hazardous substances on the Site.

4.2. If the Customer does not satisfy clause 5.1 a) to d), Relay may remove its personnel from the Site until compliance is obtained, details are provided and/or any necessary safety procedures are established. Relay reserves the right to amend its charges if additional procedures or safety measures are required or to cancel the Contract.

5. INDEMNITY

5.1. The Customer is responsible for and shall hold harmless Relay from and against any and all claims arising out of:

- a) personal or bodily injury, sickness, disease or death of any personnel of the Customer; and/or
- b) damage, destruction or loss to any property (whether owned, hired leased or otherwise) of the Customer

arising from, relating to or in connection with the performance of the Order.

5.2. Relay is responsible for and shall hold harmless the Customer from and against any and all claims arising out of:

- c) personal or bodily injury, sickness, disease or death of any personnel of the Relay; and/or
- d) damage, destruction or loss to any property (whether owned, hired leased or otherwise) of the Relay

arising from, relating to or in connection with the performance of the Order.

6. LIMITS OF OUR LIABILITY

6.1. Nothing in these Conditions shall limit or exclude Relay's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- b) any other matter in respect of which it would be unlawful for Relay to exclude or restrict liability.

6.2. Neither Relay nor the Customer shall be liable to the other for any indirect or consequential losses, including (but not limited to) business interruption, loss of production, loss of profit.

6.3. Unless Relay has been negligent, it will not be responsible for any loss or damage arising from or attributable to any advice, statement or representation given by Relay in relation to the Goods and/or Services about their specification, performance, capability or suitability.

6.4. Relay's liability to the Customer for any reason whatsoever shall be limited to price stated in the Purchase Order or Quotation.

6.5. Relay shall not be responsible for and shall not be liable to the Customer for the suitability and/or compatibility of the Goods and/or Services with the Customer's existing systems and equipment.

6.6. Relay shall not be liable for any environmental contamination or pollution that occurs on the Site, except to the extent that such contamination or pollution is sudden unforeseen or accidental and emanating from Relay's own

plant and/or equipment in its control and possession at the time of the discharge.

7. TERMINATION

7.1. Relay may terminate the Contract or suspend the Contract (without any liability to the Customer) with immediate effect by giving written notice to the Customer if the Customer:

- a) Breaches of this Contract.
- b) enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for the Customer's winding up (except for the purposes of amalgamation or reconstruction as a solvent company), or if a petition is presented to Court, or if a receiver/manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Customer's undertaking or assets; or
- c) ceases or threatens to cease to carry on its business; or
- d) the financial position of the Customer deteriorates to such an extent that, in the reasonable opinion of Relay, the capability of the Customer to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- e) there is, in Relay's reasonable opinion, a substantial change in the control of the Customer's business; or
- f) engages in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.
- g) Relay reasonably believes that any of the events mentioned above is about to occur in relation to the Customer.

7.2. If Relay ends the Contract in the circumstances set out in clause 7.1:

- a) the Contract will end immediately, and Relay may repossess any or all its goods, materials and equipment, technical or commercial information from Site if providing Services; or if Relay has supplied Goods, it may repossess any or all of the Goods for which payment has not been received.

7.3. On termination of the Contract all sums payable by the Customer to Relay shall become due immediately. If clause 7.1 applies and the Goods have been delivered and/or Services carried out but not paid for, payment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

7.4. The exercise of the right of termination shall be in addition to any other right of action or remedy.

7.5. Relay may terminate this Contract by giving written notice to the Customer and in such an event the Customer will pay for all Goods supplied and work carried out up to the point of termination.

7.6. Where Relay gives written notice to the Customer to terminate this Contract, the Customer will immediately arrange for the return of any hired Goods to Relay.

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7.7. the Customer and Relay shall return to each other all technical or commercial information loaned or supplied them in connection with the Contract to upon termination.

8. FORCE MAJEURE

8.1. Neither Relay or the Customer shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to any cause beyond a Party's reasonable control.

8.2. Causes regarded as beyond a party's reasonable control are those which by their nature could not have been foreseen, or, if it could have been foreseen, were unavoidable, including:

- a) act of God, explosion, flood, fire, accident or natural physical disaster
- b) war or threat of war, sabotage, insurrection, civil disturbance or requisition.
- c) acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- d) import or export regulations or embargoes.

8.3. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of MOSS or third party).

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Relay continues to own the intellectual property rights in any designs, data or other information that it has given to the Customer, and they may only be used in relation to and for the duration of this Contract.

9.2. If intellectual property is created by Relay in connection with the performance of the Contract, Relay shall grant a non-exclusive and non-transferable license to the Customer to use the intellectual property but only in connection with the Contract.

9.3. If Relay has supplied Goods to the Customer, Relay will continue to own the intellectual property rights in the Goods and any designs, data or other information related to those Goods unless it has otherwise expressly agreed in writing.

10. CONFIDENTIALITY

10.1. Relay and the Customer shall regard any technical and commercial information (including, but not limited to drawings, written instructions, specifications, descriptions, ideas, photographs, data, contract documents, contract records, pricing information, technical "know-how", drawings, patterns) derived from the Quotation or Order or issued to each other as confidential. Both parties will ensure the security and confidentiality of this information.

10.2. Neither party shall publish or disclose such information to any third party; or use information for any other purposes other than in the performance of the Contract

11. DATA PROTECTION

11.1. The Customer shall:

- a) comply with all local applicable laws and regulations relating to the processing of personal data and privacy; (in the UK this is the General Data Protection Regulations and all other applicable laws and regulations currently effective

in the UK relating to the processing of personal data and privacy); and

- b) have in place and shall maintain its own policies and procedures to ensure its compliance with data protection regulations; and

11.2. The Customer shall not perform its obligations under this Contract in a way as to cause Relay to breach any of its obligations under the data protection regulations.

11.3. The Customer must not disclose information Relay provides to it about personnel to third parties, except to the extent that disclosure is required by applicable law or regulations having the force of law.

12. INSURANCES

12.1. Both Customer and Relay shall maintain levels of insurance sufficient to cover their liabilities and obligations under this Contract and at law and shall exhibit such certificates of insurance and evidence of payment of premiums where reasonably requested by the other party.

12.2. Customer agrees to maintain public or general liability level cover at no less than £10,000,000 (or equivalent level in different currencies) and notify Relay if lower cover is maintained. Customer to maintain marine equipment insurance, where appropriate, such as when Relay equipment is in their custody and control.

13. ADDITIONS AND VARIATIONS

13.1. Relay is not liable to undertake any additional work or variations to the Order until a price for the additional work or variation has been agreed with Relay and accepted by the Customer in writing.

14. WAIVER AND CUMULATIVE REMEDIES

14.1. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by Relay to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. ASSIGNMENT

15.1. Relay may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2. The Customer may not assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Contract without Relay's prior written consent.

16. THIRD PARTY RIGHTS

16.1. A person who is not a party to the Contract shall not have any rights under or in connection with it.

17. NOTICES

17.1. Any notice or other communication given to a Party under or in connection with this Contract shall be in writing and shall be delivered by hand, pre-paid first-class post or other next working day delivery service, signed for delivery service or courier service or email at its registered office (or such other address agreed between Relay and the Customer in writing and in accordance with this clause).

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17.2. 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 9.00am on the second business day after posting, if delivered by signed for delivery service or courier service at the date and time that the delivery receipt is signed and if sent by e-mail, one business day after transmission.

17.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. SEPARATE TERMS

18.1. If any term in this Contract cannot be or is not enforced, this will not affect the remaining terms.

19. DISPUTES

19.1. The parties will attempt in good faith to resolve any dispute or difference which arises out of or in relation to this Contract.

20. LANGUAGE, GOVERNING LAW AND JURISDICTION

20.1. The Contract is made in the English language. If there is any conflict or ambiguity in meaning between the English language version of the Contract and any translation of it into any other language, the English language version shall prevail.

20.2. English law shall apply to the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).

20.3. The courts of England and Wales shall have irrevocable and exclusive jurisdiction.

SUPPLY OF GOODS

21. ORDER OF GOODS & CANCELLATION

21.1. The Customer understands it does not have an automatic right to cancel an order for Goods once placed with Relay in accordance with clause 1.8. The Customer may make a request to Relay for cancellation of an Order and Relay may, at its discretion, agree to cancel that Order; however, until such cancellation is expressly agreed by Relay in writing the Customer remains liable for the full Order value.

22. DELIVERY OF GOODS

22.1. Relay shall deliver the Goods to the location set out in the Order, Quote or such other location as the parties may agree in writing (the "Delivery Location"). If a delivery location has not been agreed upon, the delivery shall be made ex-works (the "Delivery Location") and the Customer will need to arrange for collection of the Goods.

22.2. The price for the Goods does not include or provide for the loading/unloading of Goods upon arrival at the Delivery Location unless Relay has expressly agreed in writing otherwise. The Customer is expected to have suitable loading/unloading equipment including all necessary lifting equipment and labour; and will reimburse Relay for any loss or damage suffered as a result of any failure to comply with this condition.

22.3. Each delivery of the Goods will be accompanied by a delivery note which shows all relevant reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if

any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining for delivery.

22.4. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

22.5. Any dates quoted for delivery of Goods are approximate only, and the time of delivery and performance is not of the essence.

22.6. Relay shall not be liable for any delay or failure in delivery of the Goods that is caused by a force majeure as defined in clause 9 or the Customer's failure to provide Relay with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. In the event of any delays beyond Relay's reasonable control, the Customer agrees to allow Relay a reasonable additional time to supply the Goods, and to pay Relay for any reasonable additional costs incurred.

22.7. If the Customer does not accept delivery of the Goods within three (3) Business Days of Relay notifying the Customer that the Goods are ready, then:

- a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Relay notified the Customer that the Goods were ready; and
- b) Relay shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

22.8. If 10 (ten) Business Days after Relay notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Relay may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge to the Customer for any shortfall below the price of the Goods.

23. WARRANTY

23.1. Relay warrants, for a maximum period of twelve (12) months from the date of delivery in accordance with clause 21.4, the Goods shall:

- a) conform to their description and any applicable specification referred to in the Order; and
- b) will be of satisfactory quality and free from defects.

23.2. Subject to clause 22.3, Relay shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods if the Customer:

- a) gives notice in writing to Relay during the warranty period set out in clause 22.1 and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out above; and
- b) gives Relay a reasonable opportunity of examining such Goods; and
- c) returns such Goods (if asked to do so by Relay) to Relay's place of business at the Relay's cost,

23.3. Relay shall not be liable for the Goods failure to comply with the warranty set out in clause 22.1 if:

- a) the Customer makes any further use of such Goods after giving notice in accordance with clause 22.2; and/or

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- b) the defect arises because the Customer failed to follow Relay's verbal or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; and/or
- c) the defect arises because of Relay following any drawing, design or specification supplied by the Customer; and/or
- d) the Customer has altered or repaired such Goods without the written consent of Relay; and/or
- e) the defect arises because of fair wear and tear, wilful damage, negligence, inadequate maintenance or abnormal storage or working conditions; or
- f) the defect arises because of the Goods not being compatible with or suitable for use with the Customer's existing equipment or systems; or
- g) the defect is not covered by a valid warranty given by the manufacturer of the defective Goods in favour of Relay.

24. TITLE & RISK

24.1. The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 21.4.

a) Relay shall retain Title to the Goods until it has received payment in full (cleared funds) for the Goods from the Customer.

24.2. Until Title to the Goods has passed to the Customer, it shall:

- a) store the Goods separately from all other goods held by it so that they remain readily identifiable as Relay's property; and
- b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- d) give Relay such information relating to the Goods as it may require from time to time.

PROVISION OF SERVICES

25. SUPPLY OF SERVICES

25.1. Relay shall provide the Services to the Customer in accordance with the Order.

25.2. Relay perform the Services using reasonable care skill and diligence in accordance with industry practice.

25.3. Relay shall use reasonable endeavours to meet any performance dates for the Services specified in the Order, Relay's quotation or any programme (as applicable), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Relay shall not be liable for any loss, damage or expense suffered by the Customer if any Service is not completed within the time provided in the Contract.

25.4. Relay shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the

nature or quality of the Services, and Relay shall notify the Customer in any such event.

25.5. Relay shall not be under any obligation to perform any services in addition to the Services set in the Order except where Relay has agreed to perform these additional services and the Customer has given written variation order to cover the charges for such services and undertakes to pay for such additional services.

25.6. If interruptions in the performing of the Services are experienced then Relay reserves the right to charge for the additional working day, journeys to and from the Site at normal day work rates to include labour, mileage, accommodation and plant hire, plus any other loss, damage or expenses incurred as a result of interruption.

25.7. Relay is not responsible for gaining access to the working area at the Site except as regards obstructions specifically brought to its attention by the Customer and specifically noted in the Order. If access to the working area at the Site is blocked or prevented by any means not specifically mentioned in the Order Relay will provide such necessary equipment and additional labour to obtain access upon receipt of a written variation order from the Customer to pay for such additional work.

25.8. The Customer shall:

- a) co-operate with Relay in all matters relating to the Services; and
- b) provide Relay, in a timely manner and at no charge, with access to the Site and other facilities as reasonably required by it; and
- c) be responsible (at its own cost) for preparing and maintaining the Site for performing the Services, including identifying, monitoring and removing and disposing of any hazardous materials from the Site in accordance with all applicable laws, before and during the supply of the Services at those premises and informing the Relay of all of the Customer obligations and actions under this clause; and
- d) inform Relay of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site; and
- e) ensure that all the equipment situated at the Site is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements; and
- f) supply Relay with all necessary documents or other materials and all necessary data or other information to enable it to provide the Services.
- g) provide Relay with all necessary Site permits and passes unless otherwise agreed in writing that it is Relay' responsible to obtain.

25.9. If performance of Relay's obligations under the Contract are prevented or delayed by any act or omission by the Customer, its agents, subcontractors, consultants or employees, Relay shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

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25.10. Where Relay is supplying Leak Sealing operations it is understood by the Customer this is only ever a temporary repair and as such, no warranty or guarantee is given beyond the quality of the workmanship and materials to provide the seal is given.

HIRE OF EQUIPMENT

26. HIRE OF EQUIPMENT

26.1. Charges for Services may include hire charges for Equipment.

26.2. If there are hire charges, these are:

- a) due for the hire period, which begins when the Equipment leaves Relay's premises, and ends when the Equipment is returned to Relay in good condition. The days Equipment leaves and returns are included in the hire period. The minimum hire charge is for one week, unless a longer minimum charge is stated in the Contract.
- b) due for all the time the Customer has the Equipment, including public/local holidays. Other charges are based on Business Day(s). Additional charges may apply for weekends and public/local holidays.

26.3. The Customer shall pay any agreed charges for delivering or collecting the Equipment. If Relay quotes carriage charges, these only cover delivery or collection at the address the Customer has specified in the Contract. The Customer must pay for any extra time or costs that Relay incurs if the Customer changes the delivery or collection address or if Relay takes longer to deliver or collect the Equipment than necessary because Relay are trying to follow the Customer's instructions.

26.4. The Customer must not move any Equipment from the site stated in the Contract without Relay's written permission and shall not sub-let the Equipment without Relay's express agreement in writing.

26.5. The Customer is responsible for:

- a) the safe keeping of the Equipment during the hire period; and
- b) maintaining the Equipment in good condition, including carrying out of any service routines as specified in Relay's quote or hire agreement, during the hire period.
- c) returning the Equipment on time and undamaged at the end of the hire period.
- d) ensuring that it is aware of the condition of the Equipment and must not use the Equipment if it becomes defective, damaged or dangerous in any way.
- e) insuring the Equipment against all risks and maintain insurances with coverage and amounts required by applicable law. The Customer must provide evidence of insurance on Relay's request.

26.6. If Relay have agreed that the Customer personnel may use the Equipment, the Customer is solely responsible for ensuring such personnel are suitably trained, qualified and experienced.

26.7. If Equipment is lost, damaged or returned late the Customer is liable for the cost of replacing or repairing

damaged Equipment, replacing lost Equipment and for additional hire charges if returned late. Relay reserves the right to cover the cost of repairs or replacement costs as additional hire charges or a one-off invoice.

26.8. If the Equipment is lost/stolen, damaged or involved in an accident, the Customer must notify Relay as soon as possible and provide full details and any assistance Relay requires.

26.9. If the Equipment breaks down or stops working properly during the hire period, Relay will try to replace it or repair the fault as soon as reasonably possible after the Customer has reported it to us. If replacement Equipment is not available, Relay may end the Contract. The Customer must not attempt any repairs unless it has Relay's express agreement in writing.

26.10. If a separate hire agreement or contract has been agreed with the Customer this this will take precedence over any conflict with this Contract.

SUPPLY OF PERSONNEL

27. SUPPLY OF PERSONNAL

27.1. Personnel remain employed by Relay unless otherwise stated in the Contract.

27.2. The Customer must:

- a) comply with all health and safety rules and regulations and any other reasonable security requirements to protect the health, safety and welfare of personnel whilst supplied to the Customer; and
- b) ensure personnel are adequately supervised and insured at all times.
- c) promptly process weekly timesheets and return to Relay. Timesheet shall be signed by Customer's authorised representative to confirm that timesheet is true and accurate record of the hours worked by the Personnel. Customer acknowledges timesheet is a record of hours worked and will be treated as such by Relay.

27.3. If the Customer is dissatisfied with the personnel, it should contact Relay immediately. Relay will endeavour to resolve the matter with the Customer, if appropriate by replacing the personnel.

27.4. If a separate agreement or contract has been agreed with the Customer for the supply of personnel, this will take precedence over any conflict with this Contract.

28. NON-SOLICITATION OF STAFF

28.1. The Customer shall not solicit or hire for employment or engagement or entice away any Relay staff who are or have been associated with the Order or Services and are still employed by Relay. This clause does not restrict individuals from applying unsolicited to the Customer in response to general advertising or other general recruitment campaigns.