



Terms and Conditions of Digital Management

External Machine Control, Digital Engineering & Terrain Mapping Services

(to be read in conjunction with the CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V3 November 2025 & Long-Term Hire Addendum V1 November 2025)

The Client's attention is particularly drawn to the provisions of: - Clause 4(d) (No setting-out responsibility); - Clause 6 and Clause 7 (Limitations relating to Deliverables and GNSS/GPS); - Clause 13 (Client Default); - Clause 14 (Liability and Risk Allocation); - Clause 15 (Client Indemnities); and - Clause 16 (Claims Notification).

1. DEFINITIONS & INTERPRETATION

- a) **"Services"** means machine control support, 3D data preparation, terrain modelling, GNSS/GPS base station set-up, site calibration, remote support, training and associated digital engineering services.
- b) **"Deliverables"** means any models, drawings, files, survey outputs, reports or data produced by the Contractor.
- c) **"Client"** means the company, firm, person or other legal entity that instructs the Services and is responsible for payment.
- d) **"Contract"** means the agreement comprising:
 - i. the Contractor's quotation or order confirmation;
 - ii. these Terms and Conditions;
 - iii. any agreed scope documents.
- e) **"Contractor"** means Tru7 Limited t/a Tru Plant (company number: 00341968) whose registered office is at Sinks Pit Main Road, Kesgrave, Ipswich, IP5 2PE, including its employees, agents and subcontractors.

In the event of conflict, these Terms prevail for Services, and CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V3 November 2025 & Long-Term Hire Addendum V1 November 2025 prevail for hire.

2. BASIS OF CONTRACT & ENTIRE AGREEMENT

- a) The Client's order constitutes an offer to purchase Services in accordance with these Conditions.
- b) The order shall only be deemed accepted when the Contractor issues written acceptance or otherwise commences performance, at which point the Contract comes into existence.
- c) The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation or warranty not set out in the Contract.
- d) Any samples, drawings, descriptive matter, demonstrations, marketing or advertising issued by the Contractor are for the sole purpose of giving an approximate idea of the Services and do not form part of the Contract.

3. APPLICATION, ORDER OF PRECEDENCE & ACCEPTANCE

- a) These Conditions apply to the Contract to the exclusion of any other terms the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- b) In the event of conflict, the order of precedence shall be:
 - i. the Contractor's quotation/order confirmation;
 - ii. these Conditions;
 - iii. any agreed scope documents.
- c) Acceptance of these Conditions shall be deemed upon the earlier of:
 - i. written instruction to proceed;
 - ii. provision of data;
 - iii. attendance on site;
 - iv. use or reliance on any Deliverables.

4. SCOPE OF SERVICES

- a) The Contractor shall provide the Services using reasonable skill and care in accordance with recognised industry practice.
- b) The Contractor does not warrant that Services will:
 - i. be free from errors or fully coordinated in all respects;
 - ii. achieve any specific construction output, accuracy level or programme result;
 - iii. operate without interruption or external interference.
- c) Services do not include:
 - i. design responsibility;
 - ii. setting-out or survey certification;
 - iii. fitness-for-purpose obligations, unless expressly agreed in writing.

- d) The Contractor shall have no responsibility for setting out, dimensional control, verification of constructed works or compliance of the works with the design. All such responsibilities remain solely with the Client and its professional team, unless expressly agreed in writing.

5. ACCESS, INFORMATION & CLIENT RESPONSIBILITIES

- a) The Client shall:
 - i. provide safe and unrestricted access to the site and systems;
 - ii. ensure all plant, systems and working areas are safe and compliant;
 - iii. supply accurate, complete and current design, survey and control information (including coordinates, datum, and calibration data).
- b) The Contractor shall be entitled to rely on all information provided without verification.
- c) The Contractor may suspend Services where conditions are unsafe or information is incomplete, without liability.

6. DIGITAL DATA, MODELS & DELIVERABLES

- a) Deliverables are produced based on data supplied by or on behalf of the Client and are provided for operational assistance only.
- b) The Contractor does not guarantee:
 - i. absolute dimensional accuracy;
 - ii. compatibility with all systems or software;
 - iii. suitability for construction without independent verification.
- c) The Client shall:
 - i. review and approve Deliverables prior to use;
 - ii. undertake independent checks before construction.
- d) The Contractor shall not be liable for:
 - i. errors arising from incorrect or incomplete input data;
 - ii. misuse or unauthorised modification of Deliverables;
 - iii. reliance on Deliverables without verification.

7. GNSS/GPS, SITE CALIBRATION & POSITIONING

- a) GNSS/GPS and calibration services are provided on a reasonable endeavours basis only.
- b) The Contractor does not warrant:
 - i. continuous signal availability;
 - ii. accuracy affected by environmental, atmospheric or third-party interference.
- c) The Client remains responsible for:
 - i. validation of site control and calibration;
 - ii. ongoing monitoring of positional accuracy;
 - iii. compliance with engineering best practice.

8. REMOTE SUPPORT SERVICES

- a) Remote support is provided during agreed working hours unless otherwise stated.
- b) The Contractor shall use reasonable endeavours to respond promptly; response times are not guaranteed unless expressly agreed in writing.
- c) The Contractor shall not be liable for delays caused by connectivity, software or third-party systems.
- d) Remote support does not replace site supervision or engineering control.

9. TRAINING SERVICES

- a) Training is provided for guidance only.
- b) Training does not:
 - i. certify operator or engineer competency;
 - ii. transfer responsibility for safe or compliant operation.
- c) The Client is responsible for ensuring personnel are competent, supervised and compliant with all regulations.

10. CHARGES & PAYMENT

- a) Unless otherwise agreed in writing, Services shall be charged on a time, data or deliverables basis.

- b) Additional costs shall apply for revisions, re-modelling, additional visits or recalibration.
- c) Invoices are payable within 30 days of the invoice date. All sums shall be paid in full and without deduction, set-off or withholding.
- d) Without limiting any other right or remedy, the Contractor may charge interest on overdue amounts at 8% per annum above the then current base rate, accruing daily from the due date until payment.

11. VARIATIONS & ADDITIONAL WORKS

Additional work required due to design change, incomplete information or operational/safety requirements shall be treated as a variation and charged at prevailing rates.

12. INTELLECTUAL PROPERTY & DATA USE

- a) The Client retains ownership of its original input data.
- b) The Contractor retains ownership of methodologies, processes, proprietary systems and templates.
- c) Deliverables are licensed for the project only and shall not be reused, modified or transferred without consent.

13. CLIENT DEFAULT

- a) If the Contractor's performance is prevented or delayed by any act or omission of the Client (including, without limitation, late or incorrect data, restricted access, or failure to provide information or instructions) ("**Client Default**"), the Contractor may suspend performance until the Client remedies the Client Default.
- b) The Contractor shall not be liable for any costs or losses sustained by the Client arising directly or indirectly from the Client Default.
- c) The Client shall reimburse the Contractor on written demand for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Client Default.

14. LIABILITY & RISK ALLOCATION

- a) The Contractor's liability shall be limited to direct losses suffered by the Client to the extent caused by the Contractor's proven breach of contract or negligence in performing the Services.
- b) The Contractor shall have no liability (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) for:
 - i. loss of profit, loss of revenue, loss of anticipated savings or loss of goodwill;
 - ii. loss of production, loss of business, loss of contract or business interruption;
 - iii. loss of use of any plant, equipment, asset, site or facility;
 - iv. delay, disruption, programme impact or any purported liquidated damages or penalties;
 - v. any indirect or consequential loss or damage, howsoever arising.
- c) Without prejudice to clause 14(b), the Contractor shall have no liability for any loss arising out of or in connection with:
 - i. incorrect or incomplete data provided by the Client or its contractors (including any design, survey, control, model or specification data);
 - ii. use of Deliverables and/or systems in an unsuitable environment or otherwise against the Contractor's advice, applicable regulation, guidance or good industry practice.
- d) The Contractor's total aggregate liability arising out of or in connection with the Services shall be capped at the lower of:
 - i. 10% of the total charges paid and payable under the Contract
 - ii. (as at the date of the event giving rise to the claim); or
 - iii. £25,000.00.
- e) Nothing limits liability for death or personal injury caused by negligence or for fraud.
- f) The Client shall mitigate loss and allow reasonable opportunity for the Contractor to re-perform or rectify before incurring third-party costs, except where urgent action is required for safety or to prevent material damage.

15. CLIENT INDEMNITIES

- a) The Client shall indemnify the Contractor against claims arising from:
 - i. unsafe site conditions;
 - ii. inaccurate or incomplete information;
 - iii. use of Deliverables without verification;
 - iv. statutory non-compliance not caused by the Contractor.
- b) The indemnity in clause 15(a) includes all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit and reasonable professional costs) incurred by the Contractor in connection with any claim made against the Contractor arising out of or in connection with the matters in clause 15(a).

16. CLAIMS NOTIFICATION

- a) The Client shall give written notice of any claim arising out of or in connection with the Services as soon as reasonably practicable and, in any event, within 14 days of becoming aware of the matter giving rise to the claim.
- b) No claim shall be brought against the Contractor unless it is commenced within 12 months from the date of completion of the Services to which the claim relates.
- c) Failure to comply with this clause shall constitute a complete bar to the claim, to the fullest extent permitted by law.

17. CONFIDENTIALITY

- a) Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives and any other information disclosed in connection with the Contract that is of a confidential nature.
- b) Confidential information may be disclosed only to employees, agents or subcontractors who need to know for performance of the Contract and who are subject to equivalent confidentiality obligations.
- c) This clause survives termination.

18. ANTI-BRIBERY

- a) The Client shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010.
- b) A breach of this clause shall be deemed a material breach.

19. INSURANCE

- a) Each party shall maintain insurance appropriate to its obligations.
- b) No obligation is accepted to provide bonds, warranties, guarantees or parent company guarantees.

20. SUSPENSION & TERMINATION

- a) The Contractor may suspend Services for non-payment after giving reasonable notice.
- b) Either party may terminate on written notice for material breach not remedied within a reasonable period.
- c) Accrued rights and payment obligations survive termination.

21. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control.

22. GOVERNING LAW & JURISDICTION

This Contract shall be governed by the laws of England and Wales, with exclusive jurisdiction of the English courts.

SCHEDULE 1 – RESPONSIBILITY MATRIX (GNSS/GPS, MODELS & MACHINE CONTROL)

1. GENERAL PRINCIPLE – Services are provided for support and facilitation only. Ultimate responsibility for design intent, dimensional accuracy, site control and construction outcomes remains with the Client.

2. CLIENT RESPONSIBILITIES – design accuracy/coordination; primary control/datum; independent checks; supervision/competence; compliance with regulations.

3. CONTRACTOR RESPONSIBILITIES – producing models from Client data; assisting with machine control configuration; assisting GNSS/GPS setup when instructed; providing remote support and training.

4. EXCLUSIONS – no design, setting-out certification, control verification, construction accuracy, or performance guarantees unless agreed in writing.

5. CHANGE CONTROL – revisions due to design changes/late information are variations; Client responsible for use of latest Deliverables.