

## SERVICE AGREEMENT

LAST UPDATED ON: 23 March 2022

This Service Agreement contains standard terms and conditions (these "Terms and Conditions") govern the design of goods, sale of goods and/or materials and/or the provision of any services ("Goods and/or Services") by **Steel Nouveau Ltd.** ("Steel Nouveau") to the person or business entity buying such Goods and/or Services (the "the Client"). These Terms and Conditions are incorporated into each and every Quotation received by the Client, which may establish in addition to these Terms and Conditions essential commercial terms, not in conflict with these Terms and Conditions. In the event of any conflicting provisions in any quotation or any other document received from the Client, these Terms and Conditions shall control, and Steel Nouveau shall proceed with the sale under the assumption that these Terms and Conditions are the sole terms and conditions binding on the parties. The Client and Steel Nouveau expressly agree that Steel Nouveau may modify these Terms and Conditions from time to time without notice, and such modifications shall be binding upon the Client. Accordingly, each request for a quote, order, acceptance of Goods and/or Services and/or payment to Steel Nouveau by the Client shall be deemed an acknowledgement and acceptance by the Client of these Terms and Conditions as then in effect. These Terms and Conditions, as may be subsequently modified by Steel Nouveau from time to time without notice, are incorporated by reference into all documents issued by Steel Nouveau to the Client in connection with the sale and/or provision of Goods and/or Services; provided, however, that these Terms and Conditions shall only apply to the sale of Goods and/or Services by Steel Nouveau in or to locations within the United Kingdom.

### **1 NO MODIFICATIONS/ ENTIRE AGREEMENT.**

Steel Nouveau's provision of credit to the Client, if any, acceptance of any quotation and/or sale or provision of any Goods and/or Services to the Client are all expressly conditioned upon the Client's acceptance of these Terms and Conditions as then in effect. STEEL NOUVEAU HEREBY REJECTS ANY TERMS OR CONDITIONS WHICH ATTEMPT TO ALTER, MODIFY OR CHANGE IN ANY WAY ANY PROVISION HEREOF, OR OTHERWISE ATTEMPT TO SUSPEND, CONTRADICT OR ADD TO ANY TERM OR CONDITION CONTAINED HEREIN, AND CLIENT HEREBY WAIVES ALL SUCH TERMS OR CONDITIONS; THUS, SUCH SHALL NOT BE BINDING ON STEEL NOUVEAU UNLESS EXPRESSLY AGREED TO IN A SEPARATE WRITTEN INSTRUMENT SIGNED BY STEEL NOUVEAU'S AUTHORIZED REPRESENTATIVE. STEEL NOUVEAU OBJECTS TO ANY DIFFERENT, INCONSISTENT, CONFLICTING, SUPPLEMENTAL OR ADDITIONAL TERMS OR CONDITIONS AND HEREBY REJECTS SUCH, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS OR COMMUNICATIONS (WHETHER ORAL OR WRITTEN) FROM OR WITH CLIENT OR IMPLIED BY TRADE, CUSTOM, PRACTICE, COURSE OF DEALING OR USAGE IN THE TRADE. CLIENT AND STEEL NOUVEAU AGREE THAT THESE TERMS AND CONDITIONS, AS MAY BE SUBSEQUENTLY

MODIFIED BY STEEL NOUVEAU FROM TIME TO TIME, ARE ACCEPTED IN GOOD FAITH BY BOTH PARTIES AS THE COMPLETE AND FINAL EXPRESSION OF THE TERMS AND CONDITIONS GOVERNING TRANSACTIONS BETWEEN THEM.

## **2 ORDERS.**

The Client may not cancel or modify an order in whole or in part without Steel Nouveau's prior written consent, to be given or denied in Steel Nouveau's sole and absolute discretion, and which Steel Nouveau may condition upon an adjustment of price and/or other terms and the Client's reimbursement to Steel Nouveau of its costs and damages in connection with the order and its cancellation. Orders by telephone are accepted at the risk of the Client. To avoid the possibility of duplication, while confirming any quotation or order, the Client must explicitly mark it as "**Confirmed and Accepted**". Once your initial deposit has been paid, your deposit will be non-refundable. All payments following your initial deposit will also remain non-refundable as the planning and process to production would have been established by way of site visit or planning your products design.

## **3 PRICE.**

The purchase price of any Goods and/or Services sold and/or provided shall be as stated on the applicable accepted Quotation or accepted purchase order; provided, however, that Steel Nouveau may, upon prior notice to the Client, assess a surcharge on the sale of any Goods and/or Services and/or without prior notice choose to pass along any price increase in Steel Nouveau's cost of the subject Goods and/or Services or surcharge imposed on Steel Nouveau by its supplier(s), including, but not limited to, any such surcharge predicated upon an increase in the cost of raw materials or energy, all after the date of the accepted Quotation or accepted purchase order.

## **4 DELIVERY AND PERFORMANCE.**

**4.1** Unless specifically agreed to by Steel Nouveau in a separate signed writing, Steel Nouveau does not guarantee any certain date of delivery and Steel Nouveau shall not be liable to the Client for any losses, costs, damages, charges, or expenses incurred by the Client or any other person or entity arising directly or indirectly out of a failure to deliver on any particular date, nor will any delay entitle the Client to terminate or rescind its purchase unless such delay exceeds sixty (60) days. Time for delivery is not of the essence and shall not be made so by the service of notice from the Client of any certain required date of delivery.

**4.2** Steel Nouveau reserves the right to defer delivery, to cancel the order or reduce the volume of Goods and/or Services delivered, all without liability of any kind whatsoever to the Client, if Steel Nouveau is prevented from or delayed in the carrying on of its business due to causes beyond Steel Nouveau's control, including, without limitation, strikes, lockouts or other labour difficulties, floods, fires, earthquakes, hurricanes or other unusually severe

weather conditions, embargoes, war or other outbreak of hostilities, acts of terrorism, acts of God, acts of the Client, market shortages, unavailability of Goods and/or Services or necessary materials, supplies or transportation services, any shift in raw material costs that prohibit or materially reduce the supply of Goods and/or Services or necessary materials or supplies from Steel Nouveau's suppliers, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations or other contingency the non-occurrence of which was a basic assumption on which the purchase order was accepted. In such a case, Steel Nouveau shall have no obligation to purchase substitute goods or make other substitute arrangements in order to complete delivery to the Client or to ship substitute goods from any other facility.

**4.3 No Installation.** Where installation is required, Steel Nouveau shall not be responsible for placing and installing the goods in the required locations unless agreed otherwise by the parties in writing. Steel Nouveau shall not be liable for any direct or indirect liability arising out of faulty or poor-quality installation. Steel Nouveau shall not be liable to provide a warranty if the goods are damaged during the installation process by the third-party installer engaged by the Client.

## **5 DESIGN OF GOODS AND APPROVALS**

**5.1 Designs and Approval.** Steel Nouveau shall, in collaboration with the Client, develop designs for the Goods as per the measurements taken by the Steel Nouveau or as per the measurements supplied by the Client. Once both parties agree to the designs of the Goods, the Client shall sign a "Design Approval" confirming the acceptance of the designs. The Client agrees to accept, without objection, any Goods manufactured as per the Design Approval. The Client shall not change the approved designs without the approval of the Steel Nouveau and subject to additional costs calculated at Steel Nouveau's discretion.

**5.2 Reasonability.** The Client agrees to cooperate with Steel Nouveau in the designing process and must maintain reasonable expectations with respect to designs, powder-coated finishing, and complexity. The Goods are handmade by our master craftsmen and will have natural marks of craftsmanship such as welding, cutting, and standing. These marks are natural to the manufacturing process and are not categorised as "defects" for the purpose of warranty. All handmade Goods have natural and unique imperfections, although we are careful, there are inconsistencies based on the creative nature, each Good may look a little different from the next.

**5.3** The Client agrees that the designs are for illustrative purposes only and may differ from the actual manufactured Goods. Due to differences in aspect ratio, device and monitors, the colours of Goods may also appear different to those shown in the designs.

**5.4 Ownership of Designs.** The approved designs, unaccepted designs, and any other drawings, specifications, designs, plans, and other documents prepared by or on behalf of the Client shall be deemed the property of the Steel Nouveau. The Client shall not own or

claim a copyright in such documents, and the Steel Nouveau shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright.

## **6 WARRANTY; DISCLAIMER.**

- 6.1** If Goods and/or Services are defective or are not in substantial conformity with the specifications, subject to the tolerances and variations consistent with usual trade practices, Steel Nouveau will replace such with conforming Goods and/or Services provided that (i) the Client has notified Steel Nouveau of the defect or nonconformity within 48 hours after the delivery or installation of the Goods and/or Services (failure to give such notice constitutes acceptance and an irrevocable waiver of all claims); (ii) the Goods and/or Services have been properly worked or used by the Client, and (iii) Steel Nouveau has been given a reasonable opportunity to inspect the Goods and/or Services. The Client may not return, repair, or dispose of any allegedly defective or nonconforming Goods and/or Services without Steel Nouveau's consent.
- 6.2** Goods and/or Services found by Steel Nouveau to be defective or not to conform to specifications shall, upon return, be replaced or repaired by Steel Nouveau without any additional charge.
- 6.3** The Client agrees that no oral or written representation, guaranty or warranty made by Steel Nouveau, its employees, agents, or representatives, other than as expressly set out in these Terms and Conditions, shall be binding on Steel Nouveau.
- 6.4** The warranty in this Section and in the Warranty Policy is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on Steel Nouveau's part. STEEL NOUVEAU EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT TAKES SOLE RESPONSIBILITY FOR THE SELECTION OF AND SPECIFICATIONS FOR THE GOODS AND/OR SERVICES AND THEIR FITNESS FOR ANY PURPOSES INTENDED BY CLIENT.

## **7 LIMITATION OF STEEL NOUVEAU'S LIABILITY.**

IN NO EVENT SHALL STEEL NOUVEAU'S LIABILITY, REGARDLESS OF THE CAUSE THEREOF, EXTEND BEYOND REPLACEMENT OR REPAIR OF GOODS AND/OR SERVICES, EITHER AT STEEL NOUVEAU'S ELECTION, NOR SHALL STEEL NOUVEAU HAVE ANY LIABILITY FOR LOSS OF TIME, COST OF LABOUR EXPENDED, OR FOR ANY SEPARATE, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES RESULTING FROM REJECTION OF FINISHED GOODS BY CLIENT.

## **8 INDEMNITY.**

To the fullest extent permitted by law, the Client shall, at the Client's sole cost and expense, indemnify, defend, release and hold harmless Steel Nouveau, its officers, directors, agents and employees, from and against any and all claims, demands, lawsuits or proceedings of any kind brought or threatened against Steel Nouveau and/or its officers, directors, agents and employees based on any claim, in whole or in part, that the Goods and/or Services as fabricated or manufactured by Steel Nouveau in accordance with drawings, specifications or other information provided by the Client fail to (i) be adequate for a particular purpose, (ii) comply with any product liability law, rule or regulation pertaining thereto and/or (iii) be adequate for any use to which the Goods and/or Services are put after shipment by Steel Nouveau to the Client, and the Client shall pay all costs, expenses, damages, liabilities and losses incurred by Steel Nouveau, its officers, directors, agents and/or employees, as a result of any such actual or threatened claim, demand, lawsuit or proceeding, including, but not limited to, reasonable attorney's fees.

## **9 PATENT INFRINGEMENT OR TRADE SECRET VIOLATION CLAIMS.**

The Client expressly warrants to Steel Nouveau that Goods and/or Services fabricated, manufactured, or sold by Steel Nouveau to the Client in accordance with drawings, specifications, or other information provided by the Client shall not infringe upon any valid patent, copyright, or trademark, or knowingly violate any trade secret or other proprietary right of any third party. To the fullest extent permitted by law, the Client shall, at the Client's sole cost and expense, indemnify, defend, release and hold harmless Steel Nouveau, its officers, directors, agents and employees, from and against any and all claims, demands, lawsuits or proceedings of any kind brought or threatened against Steel Nouveau and/or its officers, directors, agents and employees based on any claim, in whole or part, that the Goods and/or Services as fabricated or manufactured by Steel Nouveau in accordance with drawings, specifications or other information provided by the Client or the sale thereof infringes any patent, copyright or trademark or knowingly violates any trade secret or other proprietary right of any third party, and the Client shall pay all costs, expenses, damages, liabilities and losses incurred by Steel Nouveau, its officers, directors, agents and/or employees, as a result of any such actual or threatened claim, demand, lawsuit or proceeding, including, but not limited to, reasonable attorney's fees.

## **10 LITIGATION AND COLLECTION.**

Venue in any legal action brought by either the Client or Steel Nouveau in connection herewith or with Goods and/or Services shall be deemed proper in any of the following locations, which locale shall be at the choosing of Steel Nouveau, in its sole and absolute discretion: (i) the county of the principal location of the Client; (ii) the county of any location of the Client to which Steel Nouveau has delivered Goods and/or Services, if different from the Client's principal location; (iii) the county of any location of Steel Nouveau from which Goods and/or Services have been sold, provided or shipped to the Client; or (iv) the county of the principal location of Steel

Nouveau. The Client hereby agrees that it will submit to the personal jurisdiction of the court wherein the venue is chosen by Steel Nouveau in accordance with the preceding sentence.

If any default is made in the payment of amounts due for the sale of Goods and/or Services or upon any other breach of these Terms and Conditions, as such may be subsequently modified by Steel Nouveau from time to time without notice, the Client agrees to pay Steel Nouveau's reasonable costs of collection and/or compliance, including, but not limited to, reasonable attorneys' fees and costs, not to exceed the amount allowed by any applicable statute.

#### **11 TAXES, DUTIES, BROKERAGE AND OTHER FEES.**

In addition to the agreed purchase price for Goods and/or Services, the Client shall pay to Steel Nouveau any and all applicable taxes imposed by any present or future law on the sale, manufacture, delivery, use and/or other handling of Goods and/or Services, whether such taxes are characterized as goods and services tax, sales tax, use tax, excise tax, value-added tax, business transfer tax or otherwise (collectively, "Taxes"), but excluding income taxes normally paid by Steel Nouveau, and all other reasonable charges for ancillary services and costs such as forming, galvanizing and other services, including, but not limited to, special packaging and the cost of performing any tests or inspections required by the Client which are not regularly performed by Steel Nouveau.

#### **12 FINANCIAL RESPONSIBILITY.**

Reasonable doubt on the part of Steel Nouveau concerning the financial responsibility of the Client (including, but not limited to, the Client's failure to pay on the net due date for Goods and/or Services) shall entitle Steel Nouveau to stop operation/production, decline shipment, or stop any Goods and/or Services in transit without any liability whatsoever to the Client until such time as the Goods and/or Services have been paid for or until Steel Nouveau is furnished reasonably satisfactory proof of the Client's financial responsibility, as determined in Steel Nouveau's sole and absolute discretion. If Steel Nouveau suspends performance and later proceeds with the fulfilment of such order, Steel Nouveau shall be entitled to such extension of time for performance as is necessitated by the suspension. If Steel Nouveau has agreed with the Client to accept payment for any shipment by credit card, such credit card shall be charged at the time of sale upon the Client's confirmation that such shipment is to be paid for in such manner.

#### **13 TITLE.**

Notwithstanding delivery and passing of risk, Goods and/or Services sold by Steel Nouveau to the Client shall remain the property of Steel Nouveau until the Client has paid to Steel Nouveau the agreed purchase price therefor (together with any accrued interest) and no other sums whatsoever are due from the Client to Steel Nouveau therefor. Until title to the Goods and/or Services passes to the Client in accordance with this Section, the Client shall: (i) hold the Goods and/or Services on a fiduciary basis and shall not part with possession otherwise than in the

ordinary course of business; (ii) take proper care of the Goods and/or Services; (iii) take all reasonable steps to prevent damage to or deterioration of the Goods and/or Services; and (iv) keep the Goods and/or Services free from any charge, lien or other encumbrance. From delivery until title to the Goods and/or Services passes to the Client, the Client shall insure the Goods and/or Services for their full value with a reputable insurer, and on request, the Client shall produce the policy or policies of insurance to Steel Nouveau. Further, until title to the Goods and/or Services passes to the Client, the Client shall hold the proceeds of any claim under any such insurance policy or policies in trust for Steel Nouveau and shall immediately account to Steel Nouveau with the proceeds.

#### **14 TERMINATION.**

If, at any time, (i) the Client fails to pay Steel Nouveau any amount in full when due, or otherwise fails to perform any other obligation owed to Steel Nouveau; (ii) the Client becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, or a receiver or trustee of the Client's property is appointed; or (iii) a levy, execution or attachment is made of any material portion of the Client's property, Steel Nouveau may, in its sole and absolute discretion, terminate the contract with the Client for the purchase and sale of Goods and/or Services as created hereby and refuse to make further deliveries and/or repossess any Goods and/or Services for which Steel Nouveau has not been paid in full (in cash or cleared funds) or continue to perform but refuse to make any delivery except upon the receipt of payment in full prior to delivery. All amounts payable to Steel Nouveau are due immediately upon termination pursuant to this Section despite any other provision to the contrary herein.

#### **15 CONTROLLING LAW.**

These Terms and Conditions and the contract by and between the Client and Steel Nouveau for the purchase and sale of Goods and/or Services created hereunder is deemed made in London and shall be governed as to validity, interpretation, construction, effect, and in all other respects, by the laws of the State of England and Wales, without giving effect to the conflict of laws principles thereof.

#### **16 WAIVER.**

Neither any failure nor any delay on the part of Steel Nouveau in exercising any rights hereunder shall operate as a waiver of any of Steel Nouveau's rights. Any waiver by Steel Nouveau of any breach of, or any default under, any provision of these Terms and Conditions by the Client will not be deemed a waiver of any subsequent breach or default. All rights and remedies granted herein are in addition to all remedies available at law or in equity.

#### **17 PAYMENT TERMS.**

**17.1** Unless agreed otherwise, the Payment Schedule accepted by the Client in the Quotation shall apply. If the Client has missed scheduled payments, payment in full is due at the time of delivery. Issuance of credit to the Client by Steel Nouveau shall be in Steel Nouveau's

sole and absolute discretion. Time shall be of the essence in payment. No payment shall be deemed to have been received until Steel Nouveau has received cleared funds.

**17.2** In the event the Client fails to make payment to Steel Nouveau of any amounts due and owing (including any applicable surcharge or freight charge) by the net due date, Steel Nouveau may charge interest on the outstanding balance at an annual rate of 20% or the highest rate allowed by law (whichever is less) until paid in full. Payments after the accrual of such interest charges shall be applied first against such interest charges and secondly against past due invoices. In the event of any such failure to make timely payment, Steel Nouveau reserves the right to revoke credit terms, if any, extended to the Client.

**17.3** The Client shall make all payments due to Steel Nouveau for Goods and/or Services sold without any deduction, whether by way of set-off, counterclaim, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Steel Nouveau to the Client.

**17.4** In no event shall Steel Nouveau be responsible for any costs associated with the processing of invoices to the Client with a third party or otherwise at the Client's request, and any such costs shall be separately paid or handled by the Client at its sole cost and expense.

## **18 ASSIGNMENT.**

The Client may not assign its rights or obligations hereunder (whether voluntarily, involuntarily, by operation of law, transfer of majority or controlling interest or otherwise) without the prior written consent of Steel Nouveau. These Terms and Conditions shall be binding upon the Client and its successors and permitted assigns.

## **19 SEVERABILITY.**

If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions, and the remaining Sections shall continue in full force and effect.

## **20 EXCLUSIVE AGREEMENT.**

The contract by and between the Client and Steel Nouveau for the purchase and sale of Goods and/or Services created hereby constitutes the entire agreement by and between the Client and Steel Nouveau with regard to the subject matter hereof and shall exclusively determine the rights and obligations of the Client and Steel Nouveau with regard to the purchase and sale of Goods and/or Services, any prior course of dealing, custom or usage of trade or course of performance notwithstanding, and may not be modified by the Client except in separate writing signed by an authorized agent of Steel Nouveau.