



## Terms and Conditions

### Sustainable Tech 4 Good Group Ltd - Terms and Conditions for the Provision of Services

#### 1. Definitions and Interpretation

1.1 In these Conditions the following definitions apply:

**“Business Day”** means a day other than a Saturday, Sunday or bank or public holiday in England

**“Conditions”** means the Supplier’s terms and conditions as set out herein

**“Contract”** means the contract for the provision of a service of excess tech removal from the Customer by the Supplier, incorporating these terms and conditions and arising from the acceptance by the Supplier of a request from the Customer to collect excess tech.

**“Customer”** means the company or organisation that requests the service of excess tech removal from the Supplier and whose details are set out in the Contract

**“Customer order”** means the Customer's order to the Supplier for the Service/Deliverables

**“Deliverables”** means the Services provided to the Customer

**“Force Majeure”** means an event or sequence of events beyond any party's reasonable control, preventing or delaying it from performing its obligations under the Contract

**“Goods”** means the goods set out in the Contract order, to be collected from the Customer by the Supplier

**“Location”** means the address for the collection of the Goods or performance of the Services as set out in the Contract

**“Services”** means the services set out in the Contract, to be supplied to the Customer by the Supplier

**“Specification”** means the description or specification of the Deliverables as set out in the Contract

**“Supplier”** means Sustainable Tech 4 Good Group Ltd, whose registered office is at 10 Wedgwood Court, Wedgwood Way, Stevenage, Hertfordshire SG1 4QR and whose Company Registration number is 12941458.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a reference to the Contract includes these Conditions, the Customer’s Order and the Contract;

1.2.2 any clause, or other heading in these Conditions, is included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.3 a reference to a ‘party’ means either the Supplier or the Customer and includes that party’s representatives, successors and permitted assigns;

1.2.4 words in the singular include the plural and vice versa;



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1.2.5 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;

1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

1.2.7 a reference to legislation is a reference to such legislation as is in force at the date of the Contract.

### **2. Contract**

2.1 All Orders submitted by the Customer to the Supplier and accepted by the Supplier shall be subject to these terms and conditions which shall form part of and govern any Contract.

2.2 Acceptance by the Customer of any offer to perform a collection of excess tech issued by the Supplier shall be deemed to be acceptance of these terms and conditions.

2.3 Any terms and conditions appearing in any Order or any other document whatsoever issued by the Customer shall be void and of no effect, and these terms and conditions shall override any previous agreements relating to the provision of Goods and Services between the parties.

2.4 Marketing and other promotional materials relating to the Deliverables are illustrative only and do not form part of the Contract.

2.5. The Contract contains the entire agreement of the parties in relation to the supply of the Deliverables by the Supplier to the Customer. The Customer irrevocably waives any right it might have to claim for damages and/or to rescind a Contract because of any misrepresentation by the Supplier (unless such misrepresentation was made fraudulently), or any warranty not contained in the Contract.

### **3. Delivery and performance**

3.1 .The Services shall be performed by the Supplier at the Location specified in the Contract. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location. The Supplier shall use all reasonable endeavours to provide the Services in accordance with the terms of the Contract and will ensure that the Services will be provided with all reasonable care and skill and by suitably trained and qualified persons.

3.2 The Supplier may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.3 Time is not of the essence in relation to the performance or delivery of the Deliverables. While the Supplier shall exercise reasonable endeavours to meet estimated dates for delivery and/or performance, any such dates are approximate only.

3.4 The Supplier shall not be liable for any delay in or failure of performance caused by:

3.4.1 the Customer's failure to make the Location available, prepare the Location in accordance with the Supplier's instructions or as necessary for the Deliverables, or to provide the Supplier with adequate instructions for performance or delivery relating to the Deliverables;

3.4.2 Force Majeure.



#### **4. Title**

4.1 Title to the Goods shall pass to the Supplier once the Customer has completed the Tech Collection Notice upon collection of the Goods by the Supplier from the Customer.

#### **5. Warranty**

5.1 The Supplier warrants that the Services shall be carried out with reasonable care and skill:

5.2 The Customer warrants that it shall provide the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

5.3 Except as set out in this clause 5:

5.3.1 the Supplier gives no warranty and makes no representations in relation to the Deliverables; and

5.3.2 the Supplier shall have no liability for their failure to comply with the warranty in clause 8.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

#### **6. Indemnity and insurance**

The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of, or in connection with, the Customer's breach of any of the Customer's obligations under the Contract.

#### **7. Limitation of liability**

7.1 The extent of the parties' liability under or in connection with the Contract (whether in contract or tort or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.

7.2 Subject to clauses 7.4 and 7.5, the Supplier shall not be liable for consequential, indirect or special losses.

7.3 Subject to clauses 7.4 and 7.5, the Supplier shall not be liable for the following (whether direct or indirect):

7.3.1 loss of profits, business, production, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other person;

7.3.2 any special, indirect, or consequential loss whether sustained by the Customer or any other person.

7.4 The limitations of liability set out in clauses 7.2 to 7.4 shall not apply in respect of any indemnities given by either party under the Contract.

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

7.5.1 death or personal injury caused by negligence;



7.5.2 fraudulent misrepresentation;

7.5.3 any other liability which cannot be excluded or limited under applicable law.

## 8. Force Majeure

8.1 If delayed in or prevented from performing its obligations due to Force Majeure, a party shall not be liable provided that it:

8.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

8.1.2 uses best endeavours to minimise the effects of such event.

## 9. Termination

9.1 The Supplier may terminate the Contract at any time or suspend the performance of its obligations under the Contract forthwith by notice in writing to the Customer if:

9.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

9.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

9.1.3 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.

9.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

9.3 Those clauses capable of surviving termination shall do so.

## 10. Personnel

10.1 The Customer acknowledges that the Supplier has incurred significant costs in recruitment and training its employees to enable them to provide the Deliverables. The Customer agrees that it will not solicit or approach in any way, any of the Supplier's employees who are involved in the provision of the Deliverables with a view to offering them employment, or to solicit services from them on their own account (whether for the Customer or another party) during the period of the Contract and for a period of six months after termination or expiration of the Contract.

10.2 The Parties acknowledge that section 1 of this Personnel Clause will not be breached where personnel apply to a publicly available job advertisement of the Customer.

14.2. The Customer acknowledges that damages will not be an adequate remedy for the Supplier if the Customer breaches section 1 of this Personnel Clause, and that the Supplier shall be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.

## 11. Notices

11.1 Any notice or other communication given by a party under these Conditions shall:

11.1.1 be in writing and in English;



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11.1.2 be signed by, or on behalf of, the party giving it; and

11.1.3 be sent to the relevant party at the address set out in the Contract.

11.2 Notices may be given, and are deemed received:

11.2.1 by hand: on receipt of a signature at the time of delivery;

11.2.2 by post, using a signed for service and upon signature at the time of delivery;

11.2.3 by email: on receipt of a read receipt email from the correct address.

11.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 11.1.

11.4 All references to time are to the local time at the place of deemed receipt.

11.5 This clause does not apply to notices given in legal proceedings or arbitration.

### **12. Entire agreement**

The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

### **13. Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

### **14. Invalidity**

If any provision of the Contract (or any portions thereof), of a Contract are held to be invalid and unenforceable under any applicable statute or rule of law, they are to that extent to be deemed omitted and the validity and/or enforceability of the remaining provisions of the Contract shall not be impaired or affected by that omission.

### **15. Waiver**

15.1 The waiver by either party of a breach or default of any of the provisions within these Terms and Conditions by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

15.2 No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operates as a waiver of any breach or default by either party.

### **16. Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.



### **17. Conflicts with Contract**

In case of any conflict between the terms contained in these Conditions and the terms of the Contract, the terms contained in these Conditions shall prevail.

### **18. Governing law and Jurisdiction**

18.1 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.

18.2 The parties irrevocably agree that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

Reviewed 27th January 2026