



mavin POWERCUBE
CONTAINERISED MODULAR DATACENTRES
+ CRITICAL INFRASTRUCTURE SOLUTIONS

Standard Terms and Conditions for the Supply of Goods and Services by Powercube Limited

PART I: GENERAL TERMS OF SUPPLY

1. DEFINITIONS

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977.
- 1.2 "Contract" means the contract for the supply of Goods and/or Services by the Supplier to the Customer.
- 1.3 "Customer" means any person or entity who purchases Goods and/or Services from the Supplier.
- 1.4 "Goods" means the articles specified in the Proposal.
- 1.5 "Proposal" means a statement of work, quotation, or other similar document describing the Goods and/or Services to be provided.
- 1.6 "Services" means the services specified in the Proposal.
- 1.7 "Supplier" means any entity within the Mavin Group: Mavin Capital Finance Limited, Mavin SPS Limited, Powercube Limited, Mavin Defence Limited, 85 Great Portland Street, London, W1W 7LT.
- 1.8 "Terms" means these Terms and any special terms agreed in Writing.
- 1.9 "Writing" includes email or comparable electronic communication.
- 1.10 Words in the singular include the plural and vice versa.

2. GENERAL

- 2.1 These Terms shall apply to all Contracts and supersede any other terms submitted by the Customer.
- 2.2 No variation to these Terms shall be binding unless agreed in Writing.
- 2.3 These Terms do not affect statutory rights of Consumers.
- 2.4 Employees or agents of the Supplier are not authorised to make representations unless confirmed in Writing.

3. ORDER AND ACCEPTANCE

- 3.1 Proposals remain valid for the period stated within them.
- 3.2 Orders shall be deemed acceptance of the Proposal and these Terms.
- 3.3 Cancellation after acceptance requires the Supplier's written consent and indemnity for all resulting losses.

4. PRICE AND PAYMENT

- 4.1 Prices are as stated in the Proposal or relevant Contract. All prices are exclusive of VAT and other applicable taxes unless stated otherwise.
- 4.2 Payment terms are as follows:
 - Private sector clients: Payment shall be made within 14 days from the date of invoice, unless otherwise specified in the Proposal or Contract – unless agreed otherwise in contract.
 - Public sector clients (including central and local government bodies, NHS, or any contracting authority under the Procurement Act 2023):
 - The Supplier and Client agree that all valid and undisputed invoices shall be paid within 14 days of receipt, in accordance with Section 68 of the Procurement Act 2023 - unless agreed otherwise in contract.

- The Client shall ensure that equivalent 14-day payment terms apply through its supply chain, including subcontractors, as required by the Act - unless agreed otherwise in contract.
 - Electronic invoices submitted in a structured format shall be accepted and processed in line with Section 67 of the Procurement Act 2023.
- 4.3 If any payment is not made by the due date:
 - The Supplier may charge interest at 2% per month on overdue amounts (compounded monthly);
 - The Supplier may suspend further performance of the Contract or cancel outstanding orders until payment is made in full; and
 - The Client shall indemnify the Supplier for all reasonable legal and recovery costs.
 - 4.4 Any dispute regarding an invoice must be raised in writing within 7 days of receipt. Undisputed portions of an invoice must still be paid within the timescales above.
 - 4.5 Title to goods remains with the Supplier until full payment is received, notwithstanding delivery or installation.

5. CLIENT FUNDING, INVESTOR & THIRD-PARTY LIABILITY

- 5.1 The Client acknowledges that it may be funded, supported, governed, or partially owned by one or more third-party entities including, without limitation, private investors, public sector bodies, grant providers, corporate partners, or other external stakeholders ("Funding Partners").
 - 5.2 The Client warrants and represents that:
 - It is solely responsible for ensuring that all obligations under this Agreement are met in full and on time, irrespective of how the Client is funded;
 - It has made or shall make all reasonable efforts to ensure relevant Funding Partners are aware of the terms and commitments under this Agreement;
 - It shall promptly notify the Supplier in writing of any material changes in its funding, ownership, or governance structure which may affect its ability to perform under this Agreement.
 - 5.3 Where any Funding Partner, grant provider, or investor exercises material control over, or derives direct benefit from, the Goods or Services supplied under this Agreement, the Supplier may (at its sole discretion) seek to engage such third party directly in respect of unpaid sums or liabilities. This shall not relieve the Client of its primary and continuing liability.
 - 5.4 In cases involving public sector or grant-based funding, the Client shall remain fully liable under this Agreement irrespective of the availability, continuation, or withdrawal of such funding.
 - 5.5 This clause shall survive termination or expiry of the Agreement and shall apply whether individual Funding Partners are identified by name or not.
- #### 6. DELIVERY
- 6.1 Delivery dates are estimates only. Supplier is not liable for delays caused by the Customer or Force Majeure.



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7. RISK AND TITLE

- 7.1 Risk passes to the Customer on delivery.
- 7.2 Title remains with the Supplier until full payment is received.

8. CUSTOMER OBLIGATIONS

- 8.1 The Customer shall:
 - Cooperate with the Supplier;
 - Provide necessary information;
 - Obtain necessary permissions and consents;
 - Comply with any specific obligations set out in the Proposal.

9. SUPPLIER OBLIGATIONS AND WARRANTY

- 9.1 The Supplier warrants:
 - Goods will conform to specification and be of reasonable quality;
 - Services will be provided with reasonable skill and care;
 - Manufacturer's warranty terms apply to Goods supplied.
- 9.2 Supplier excludes liability for:
 - Customer-supplied design faults;
 - Defects not reported within 2 days of delivery;
 - Damage caused by negligence, misuse or unauthorised modifications;
 - Unpaid goods.
- 9.3 Supplier may repair, replace, or refund Goods or Services at its discretion. No further liability applies where Terms are breached.

10. LIMITATION OF LIABILITY

- 10.1 Nothing limits liability for death or personal injury caused by negligence.

- 10.2 The total liability of the service provider for any direct damages arising from negligence, breach of contract, or any other cause shall be limited to the fees paid by the customer under this agreement for the specific service or maintenance period in question.
- 10.3 Supplier is not liable for indirect or consequential losses, including loss of profit.

11. INSOLVENCY

- 11.1 If the Customer becomes insolvent, the Supplier may cancel or suspend the Contract.
- 11.2 All outstanding sums become immediately due and payable.

12. FORCE MAJEURE

- 12.1 Neither party is liable for failure due to events beyond reasonable control.

13. SEVERANCE

- 13.1 Invalid or unenforceable provisions shall be severed. Remaining Terms remain in force.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of England and Wales as of 2025.

15. INTERNATIONAL TRADE AND COMPLIANCE

The parties acknowledge that Seller designs and manufactures its solutions in the United Kingdom and supplies them to customers internationally. Accordingly, each party shall comply with all applicable export control, customs, trade compliance and import regulations relevant to its role in the transaction. Nothing in this Agreement shall require either party to act in a manner that would breach the laws of the United Kingdom, the laws of the country of import, or any applicable international trade regulations. Where the Equipment is exported from the United Kingdom, Seller's obligations shall be limited to compliance with UK export requirements, and the Buyer shall be responsible for compliance with all import, customs, and in-country regulatory obligations in the destination territory. The parties shall cooperate in good faith to facilitate lawful international shipment and delivery of the Equipment.

PART 2: PRE-CONSTRUCTION, FEASIBILITY ANALYSIS & REPORTING - PROFESSIONAL SERVICES

1. The Mavin Group shall perform the Services in accordance with the scope set out in the Proposal.
2. In the event of a conflict, these Terms shall take precedence unless otherwise agreed.
3. **Client Obligations:**
 - Provide timely access to data and personnel;
 - Procure third-party surveys unless otherwise agreed.
4. **Changes:**
 - Scope changes must be confirmed in writing and may impact fees.
5. **Novation:**
 - Either party may novate with written consent. Prior obligations remain unless agreed.
6. **Insurance:**
 - Each party to maintain public liability, professional indemnity, and employer's liability insurance.

7. **Liability:**
 - Total liability is capped at the total fees paid, except for death, injury, fraud, or wilful misconduct.
8. **Intellectual Property:**
 - The Mavin Group shall retain all intellectual property rights in any designs, reports, drawings, models, software, or documents produced while providing the Services.
 - The Client is granted a non-exclusive, non-transferable licence to use such materials solely for the project described in the Proposal and for no other purpose unless otherwise agreed in writing.
9. **Reliance and Use of Deliverables:**
 - Deliverables are prepared solely for the Client's use and for the purpose described in the Proposal.
 - The Mavin Group accepts no responsibility or liability to third parties who may rely on the deliverables without The Mavin Group's prior written consent.



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10. Delays and Dependencies:

- The Mavin Group shall not be liable for delays caused by the Client's or Client's aligned 3rd Party Contractors or any other 3rd Party failure to provide information, access, or approvals in a timely manner. • Any timeline impacts or cost overruns resulting from such delays shall entitle The Mavin Group to adjust the programme and/or fees accordingly.

PART 3: DATACENTRE DESIGN SERVICES

1. Scope and Reliance

- The Consultant provides datacentre design services based solely on the information, requirements, constraints, and assumptions supplied by the Client.
- The Consultant shall not be responsible for any errors, omissions, or inadequacies in the design arising from incomplete, inaccurate, or late information provided by the Client or third parties engaged by the Client.
- The Client acknowledges that the Consultant's design outputs are conceptual, preliminary, or detailed only to the extent expressly stated in the Scope of Work.

2. Fitness for Purpose

- The Consultant does not warrant that the design will be fit for any purpose unless such purpose is expressly stated in writing and agreed by both parties. Technical requirements, including but not limited to:
 - Redundancy strategy (N, N+1, 2N, etc.)
 - Growth and scalability assumptions
 - Environmental and planning constraints
 - Compliance with internal standards or policies
- Any implied fitness-for-purpose obligations are expressly excluded to the fullest extent permitted by law.

3. Client Responsibilities

The Client shall:

- Provide all necessary information, decisions, approvals, and instructions in a timely manner.
- Ensure that all third-party information (e.g., utility data, equipment specifications, surveys, as-built drawings) is accurate and complete.
- Review and validate the Consultant's design outputs and notify the Consultant of any discrepancies, omissions, or concerns.
- Obtain all statutory, regulatory, landlord, and utility approvals unless expressly included in the Consultant's Scope of Work.
- Ensure that the design is reviewed by the Client's own technical, operational, and compliance teams before implementation.

4. Limitations of Liability

- The Consultant's liability is limited to the level of professional indemnity insurance expressly stated in the Agreement.
- The Consultant shall not be liable for:
 - Consequential or indirect losses
 - Loss of profit, revenue, or business
 - Delays caused by third parties
 - Construction, installation, or commissioning errors
 - Equipment selection or performance unless explicitly included in the Scope

11. Termination for Convenience:

- Either party may terminate the Agreement upon 14 days' written notice.
- The Client shall pay for all Services provided up to the effective date of termination, including committed costs and all demobilisation or close-out fees.

- The Consultant is not responsible for verifying the performance or suitability of any equipment specified by the Client or third parties.

5. Design Development and Change Control

- The design is based on the assumptions and information available at the time of issue.
- Any changes to requirements, loads, equipment, site conditions, or constraints may require re-design and will be treated as a chargeable variation.
- The Consultant shall not be responsible for impacts arising from Client-driven changes, late decisions, or scope creep.

6. Coordination with Other Parties

- The Consultant is not responsible for the performance, coordination, or integration of works undertaken by contractors, suppliers, or other consultants unless expressly stated.
- The Client is responsible for ensuring that all parties follow the design intent and that any deviations are approved in writing.

7. Use of Design Outputs

- Drawings, models, calculations, and reports are provided for the Client's internal use only and may not be used for construction unless explicitly marked "Issued for Construction".
- The Consultant accepts no responsibility for the use of design outputs beyond the stage for which they were issued.

8. Verification and Acceptance

- The Client shall review and confirm acceptance of each design stage within the agreed review period.
- If no feedback is provided within the review period, the design shall be deemed accepted.
- The Consultant shall not be responsible for issues arising from unreviewed or unapproved design outputs.

A. Load & Redundancy Disclaimer

"All load calculations, diversity factors, and redundancy strategies are based on Client-provided data. The Consultant is not responsible for downstream impacts if actual loads or operational behaviours differ from those provided."

B. Uptime / Tier Level Disclaimer

"The Consultant does not guarantee Tier compliance (Uptime Institute or equivalent) unless explicitly included in the Scope and validated through a formal Tier Certification process."

C. Vendor Neutrality Clause

"The Consultant is not responsible for the performance of any vendor-specific equipment unless the Consultant has explicitly undertaken detailed equipment selection and performance verification."



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PART 4: DATA CENTRE PROJECT SPECIFIC TERMS

1. Prices are indicative until detailed design is completed.
2. All pricing is Ex-Works unless stated otherwise.
3. Costs exclude VAT and duties.
4. Prices valid for 14 days from quotation.
5. Costs reviewed periodically; reductions pursued where possible.
6. Work is subject to planning and building control approvals.
7. Client is responsible for planning permissions and associated works, unless stated otherwise.
8. D&B contracts are subject to required preliminary surveys.
9. Additional surveys from initial findings will be chargeable.
10. Delays outside Supplier control will be charged to the Client.
11. Client bears cost of aborted installations.
12. **Excluded from scope unless otherwise stated:**
 - Preliminaries
 - Planning applications
 - Groundworks
 - Mains power/data
13. Programme changes may affect cost and timeline.
14. Final design and surveys determine final cost.
15. A 40% deposit is required to confirm orders. Balance per agreed schedule.
16. **Intellectual Property:**
 - The Mavin Group retains IP rights. Client is granted a non-exclusive licence for project use only.
17. **Change Control**

All changes to scope, cost, schedule, or deliverables will be managed via a formal Change Request (CR) process, including impact assessment and documented approval before execution. All associated costs relating to a change(s) will be borne by the client. Unless otherwise agreed in writing by Mavin Powercube.

PART 5: DATACENTRE & ASSOCIATED M&E INFRASTRUCTURE MAINTENANCE SERVICES

This document covers the provision of regular service, maintenance, 247 Emergency Service and repairs for datacentre building fabric and all mechanical and electrical (M&E) systems, listed within the associated Maintenance tabs, including but not limited to:

- Cooling systems (RDHx Units, Chillers, Pumps, Pipework)
- Uninterruptible Power Supply (UPS) systems and batteries
- Electrical distribution systems (switchgear, Distribution Boards, PDUs, cabling)
- Security systems (CCTV, Access Control)
- Fire detection and suppression systems (VESDA, fire alarms, fire suppression agents)
- Generators and fuel tanks
- Associated external plant and infrastructure

General Maintenance Terms

1. **Manufacturer Compliance:** All maintenance and service activities shall be performed in accordance with the relevant manufacturer's specifications and guidelines.
2. **Customer Obligations:** The customer shall ensure that the datacentre environment is operated within the design parameters specified by manufacturers, including load limits on circuits, PDUs, and other electrical components.
3. **Negligence and Damage:** The service provider shall not be liable for repairs or maintenance arising from negligence, wilful damage, accidental damage, or misuse by the customer or their agents. Including any outages and or damage in respect to client or client contractors maintained Generator plant failing.
4. **Interference:** Any unauthorised interference with controls, settings, or equipment without manufacturer guidance or service provider approval shall void warranties and relieve the service provider of liability for resultant faults or damage.
5. **Third-Party Damage:** The customer shall be responsible for any damage or operational disruption caused by third parties, including contractors or visitors, that affect the datacentre systems.
6. **Acts of God:** The service provider shall not be liable for damage or service interruptions caused by acts of God, including but not limited to floods, storms, earthquakes, fires, or other natural disasters.
7. **Access:** The customer shall provide reasonable access to all datacentre areas and equipment for maintenance and emergency repairs.
8. **Reporting:** The customer must promptly report any faults, damage, or unusual conditions that may affect the operation or safety of datacentre systems.
9. Excludes any Parts and Labour required to replace the necessary parts, caused due to any system or component failure, attended under the 247 Emergency Support, unless stated otherwise.
10. **Exclusions:** This agreement excludes maintenance or repairs required due to customer modifications, overloading beyond design limits, or failure to follow operational procedures.
11. Upgrades and costs to upgrade, to any systems or software, are not included, unless otherwise stated.
12. If services are suspended attributable to the outbreak of COVID-19 or the outbreak of any other infectious diseases/epidemics, Mavin / Powercube cannot be held liable, and Customer shall not be entitled to any damages and/or indemnifications as a result thereof.
13. All Maintenance services are aligned to Mon-Fri, 0900-1700 only. Any requirements for service outside of these hours, incl. Bank or Public Holidays, will attract an uplift charge, borne by the client.

Terms Relating to 24x7 Triage

1. The supplier's responsibility for the Standby 24x7 Service, which includes triage and coordination of required mechanical and electrical (M&E) service providers in the event of an unplanned outage or critical risk event to the datacentre, is strictly limited to a maximum of ten (10) out-of-hours events within any five (5) year period.



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2. The supplier shall not be liable for any loss, damage, loss of revenue, loss of profit, or any indirect or consequential losses arising from or in connection with the provision or failure of the Standby 24x7 Service, including but not limited to delays in coordination, failure to restore service, or any other operational disruptions.
3. The supplier shall not be liable for any failure or delay caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, lockouts, industrial disputes, acts of terrorism, war, governmental actions, or failures of third-party suppliers.
4. If services are suspended attributable to the outbreak of COVID-19 or the outbreak of any other infectious diseases/epidemics, Mavin / Powercube cannot be held liable, and Customer shall not be entitled to any damages and/or indemnifications as a result thereof.
5. All costs not expressly stated as covered within any quote/matrix, relating to mechanical and electrical (M&E) service providers coordinated in relation to the Standby 24x7 Service shall be met by the customer, and the customer acknowledges and accepts this responsibility.
6. Supply Chain Call-out and Hourly Rates are subject to change and will be updated accordingly.
7. All required time & materials work required that is outside of the standard maintenance visits, should be considered chargeable and all costs borne by the Trust. Quotes will be issued and PO's will need to be received before work is scheduled and undertaken.

Cancellation and Aborted Visit Charges

1. The following cancellations will incur an abortive charge at the full day rate of the attending engineer(s):
 - 1.1. Cancellation by the Customer on the day of the confirmed visit.
 - 1.2. Refusal of or inaccessibility to the site on the day of the confirmed visit.
 - 1.3. Equipment unavailability or Customer not permitting the necessary switching on the day of the confirmed visit.
2. The following visit cancellations will incur an aborted visit charge consisting of the attending engineer(s) call-out charge plus one (1) hour of labour:
 - 2.1. Cancellation notice by the Customer of less than 24 hours where one or two days' work is confirmed.
 - 2.2. Cancellation notice by the Customer of less than 72 hours where three or more days' work is confirmed.
 - 2.3. Incorrect instructions provided by the Customer.
 - 2.4. Incorrect site address or details provided by the Customer.

Unit Failure and Repairs

1. Unit failure due to repair or maintenance performed by unauthorised parties shall not be covered under this agreement.
2. System Failure due to incorrect operation of the failed system or systems associated with the failed system, that have impacted the failed system(s) are not covered under this contract but will be charged at the relevant Time & Materials.

3. Repair or replacement of systems necessitated by age-related failure, obsolete equipment, or unavailability of spare parts due to obsolescence shall be excluded from this agreement. Can be quoted for separately.
4. All repairs not covered under warranty and/or associated terms, will be quoted for and will require a formal PO from MSE, unless the repair cost is covered within an existing Contingency Budget. Either way, formal quote and written acknowledgement from the client will be required before any works are undertaken.

Limitation of Liability

1. The service provider shall not be liable for any loss of service, damage, loss of revenue, loss of profit, or any indirect, consequential, or special damages arising out of or in connection with the provision or failure of maintenance, service, or repairs under this agreement.
2. The total liability of the service provider for any direct damages arising from negligence, breach of contract, or any other cause shall be limited to the fees paid by the customer under this agreement for the specific service or maintenance period in question.
3. The service provider shall not be liable for any loss or damage caused by delays, interruptions, or failures resulting from circumstances beyond its reasonable control, including but not limited to acts of God, third-party actions, or customer interference.
4. The customer acknowledges that the nature of datacentre operations involves inherent risks and agrees to hold the service provider harmless from any claims arising from such risks, except where caused by the service provider's gross negligence or wilful misconduct.
5. Nothing in this agreement shall exclude or limit the liability of either party for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

END OF DOCUMENT