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STORMFORCE WARRANTY & RELEASE AGREEMENT

relating to the project at

Cringle Road, Manchester

between

WAVIN LIMITED

and

STARK BM UK LTD T/A JEWSON CIVILS

and

TOWERHOUSE SYSTEMS LTD

StormForce

DATED 13th October 2023

PARTIES

(1) **WAVIN LIMITED** (Company No. 00405836) whose registered office is at Wavin Edlington Lane, Edlington, Doncaster, South Yorkshire, DN12 1BY (**Wavin**);

(2) **STARK BM UK LTD T/A JEWSON CIVILS**, (Company No. 01647362) whose registered office is at Merchant House, Binley Business Park, Harry Weston Road, Coventry, CV3 2TT (**Merchant**); and

(3) **TOWERHOUSE SYSTEMS LTD** (Company No. 07294926) whose registered office is at Bailey Oster, Meller House, 65-81 St Petersgate, Stockport, SK1 1DS (**Customer**).

Background

(A) By the Contract, the Merchant has employed Wavin to carry out and complete the Works.

(B) The Customer has an interest by virtue of being the customer on whose behalf the Merchant has employed Wavin.

(C) In consideration of the payment of £1 (one pound) (receipt of which is hereby acknowledged by Wavin), Wavin has agreed to enter into this Agreement for the benefit of the Customer and the Customer has agreed to waive any rights to pursue the Merchant for any claims arising in respect of the design and installation of the Works.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, all terms shall have the respective meanings ascribed to them in the Contract unless otherwise stated. The following definitions shall also apply, save where the context otherwise requires:

Contract: The purchase order referencing the Wavin StormForce quote SF(NG)23909 between (1) the Merchant and (2) Wavin incorporating the attached Storm Force Terms and Conditions of Sale (and any further agreement varying, amending or supplementing the Contract) under which Wavin has agreed to carry out and complete the Works

Group Company: in relation to a company, from time to time its subsidiary undertakings of any tier, its parent undertaking of any tier and any other subsidiary undertaking of any such parent undertaking ("subsidiary undertaking" and "parent undertaking" having the meanings ascribed to them by section 1162 of the Companies Act 2006 (as amended)).

1.2 Headings and titles in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to numbered clauses are references to the relevant clause in this Agreement.

1.3 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa. Words denoting the masculine gender shall include the feminine and

neuter genders and words denoting natural persons shall include companies, corporations, partnerships, and firms and all such words shall be construed interchangeably in that manner.

1.4 Any reference in this Agreement to any statutes, statutory instruments, or law includes any statute, statutory instruments, or law from time to time in force that amends, consolidates, supplements, or replaces them, and reference to a statute includes statutory instruments, regulations and codes of practice made pursuant to it.

1.5 Any reference to this Agreement or to any other document shall include (where the context so requires) any permitted variation, amendment or supplement to such document.

1.6 Subject always to clause 6, any non-enforcement or delay in enforcement by the Customer of any right shall not be construed as a waiver of such right and shall not affect the ability of the Customer to subsequently exercise that right.

1.7 No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties.

2. WAVIN'S WARRANTIES

2.1 Wavin warrants and undertakes to the Customer that it has observed and performed and shall continue to observe and perform each and all of its obligations and duties under or arising out of the Contract in accordance with the terms of the Contract, provided always that:

2.1.1 Wavin shall owe no greater obligations to the Customer under this clause 2.1 as it would owe (but excluding set-offs or counterclaims) if the Customer had been named as a joint Merchant with the Merchant under the Contract; and

2.1.2 Wavin shall be entitled in any proceedings under this clause 2.1 to rely on any limitation in the Contract and to raise the equivalent rights in defence of liability as it would have if the Customer had been named as a joint Merchant with the Merchant under the Contract.

2.2 Without limiting clause 2.1, Wavin warrants to the Customer that:

2.2.1 in the performance of Wavin's duties and obligations under or arising from the Contract in respect of design, it has exercised and shall continue to exercise all reasonable skill and care expected of an experienced designer in the relevant area of design;

2.2.2 no materials will be used in or specified for use in, or otherwise incorporated as part of the Works, which are Deleterious; and

2.2.3 the Works have been and shall be performed in accordance with good industry practice in Wavin's industry, profession or trade and in all respects in accordance with the Contract.

2.3 Wavin acknowledges that the Customer has relied and shall continue to rely upon the warranties given by Wavin under this clause 2.

3. COPYRIGHT

3.1 Wavin grants to the Customer, with full title guarantee, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Deliverables for any purpose relating to the Project. Such licence carries the right to grant sub-licences. The licence in this

clause 3.1 shall carry the right to grant sub-licences and shall be freely transferable to third parties without Wavin's consent.

3.2 The Customer acknowledges that Wavin shall not be liable for the consequences of any use of any or all of the Deliverables or handover documents for any purpose other than that for which they were prepared by or on behalf of Wavin.

4. INSURANCE

4.1 Wavin warrants and undertakes to the Customer that it shall (where required) take out and maintain the insurances it is required to take out and maintain pursuant to and in accordance with the terms and conditions of the Contract. Wavin warrants to the Customer that he has observed and shall continue to observe all the conditions attached to such insurances.

4.2 Notwithstanding clause 4.1 and without limiting its other obligations under this Agreement or otherwise at law, Wavin shall maintain professional indemnity insurance from the date of commencement of the Works to 6 years from the Date of Practical Completion of the Works with the limit of indemnity of not less than £ 2 million in the annual aggregate, provided that such insurance continues to be available on reasonable terms and at commercially reasonable rates to contractors carrying out works substantially similar to the Works.

4.3 Wavin shall, on reasonable request, produce documentary evidence to show compliance with clauses 4.1 and 4.2.

5. ASSIGNMENT

The Customer may at any time, without the consent of Wavin being required, assign the benefit of this Agreement and any rights arising under it by way of absolute legal assignment to any person on two occasions and in addition may assign or charge the benefit of this Agreement to a Group Company, provided that assignments or charges to a Group Company of the Customer shall not count towards the two permitted assignments.

6. WAIVER OF CLAIMS AGAINST MERCHANT

6.1 In consideration for receiving the benefit of this Agreement, to the extent permissible by law, the Customer:

6.1.1 agrees that its sole course of action for any claim arising from or relating to the Works shall be against Wavin under the terms of this Agreement;

6.1.2 accordingly, irrevocably waives any right to bring any claim or demand against the Merchant (whether in contract, tort or otherwise); and

6.1.3 releases, forever discharges and indemnifies the Merchant from all and any claims and demands under or in connection with the Works.

7. NOTICES

7.1 Any notice given under this Agreement shall be in writing and service shall be effected at the office from which the recipient is carrying on business in relation to the Works (or as otherwise notified in writing to the other party) either:

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7.1.1 personally, when service shall be deemed effective on delivery;

7.1.2 by pre-paid first class post, recorded delivery or other next working day delivery service, when service shall be deemed effective on the second day after posting (exclusive);

provided that, if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

7.2 The provisions of this clause 7 shall not apply in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement.

8. LIMITATION

The Customer may not commence any legal action against Wavin under this Agreement after six years from the Date of Practical Completion.

9. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Except as expressly stated in this Agreement, this Agreement shall not and shall not purport to confer on any third party any benefit or right to enforce any term of this Agreement whether by way of the Contract (Rights of Third Parties) Act 1999 or otherwise.

10. GOVERNING LAW AND DISPUTES

The application and interpretation of this Agreement shall in all respects be governed by English law and any dispute or difference arising under or in respect of this Agreement shall be subject to the exclusive jurisdiction of the English courts.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

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Signed by or on behalf of **STARK BM UK LTD T/A JEWSON CIVILS**

[redacted]

N[redacted]

Position: SALES

Date: 13TH OCTOBER 2023

Signed by or on behalf of **WAVIN LIMITED**

[redacted]

Name: Mr S Archer

Position: National Contracts Manager

Date: 13th October 2023

Signed by or on behalf of **TOWERHOUSE SYSTEMS LTD**

[redacted]

Name: N L MASKREY

Position: DIRECTOR

Date: 16-10-23