

GENERAL SERVICE AGREEMENT

This General Service Agreement (the "Agreement") will take effect and be binding upon payment of the booking fee as outlined herein.

Client

(The "Client"), being the individual or entity responsible for paying (the "booking fee") as specified in this Agreement.

Contractor

HDJ Furniture Ltd, 62 Kings Chase, Molesey, East Molesey KT8 9DQ, UK

(the "Contractor")

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Services Provided

- 1.1 The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - o Design, manufacture and installation of bespoke furniture.
- 1.2 The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2 Term of Agreement

- 2.1 The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

3 Performance

- 3.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4 Currency

- 4.1 Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

5 Payment

- 5.1 The Contractor will charge the Client a flat fee based on the most recently agreed estimate for the Services (the "Payment").
- 5.2 An advance payment of 40% (the "Booking Fee") is payable by the Client upon execution of this Agreement.
- 5.3 For the remaining amount, the Contractor will invoice the Client as follows:
 - 40% "Manufacture Fee" before material orders are made
 - 20% "Completion Fee" once joinery is installed.
- 5.4 Invoices submitted by the Contractor to the Client are due upon receipt.
- 5.5 The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
- 5.6 The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
- 5.7 The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
- 5.8 The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
- 5.9 Failure to make payment within a reasonable amount of time will result in the Contractor prioritizing other projects. Consequently, the Client's project will be rescheduled to the next available date in the Contractor's timeline.

6 Interest on Late Payments

- 6.1 Interest payable on any overdue amounts under this Agreement is charged at a rate of 8.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

7 Trade Secrets

- 7.1 Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
- 7.2 The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

8 Ownership of Intellectual Property

- 8.1 All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.
- 8.2 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

9 Return of Property

9.1 Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

10 Capacity/Independent Contractor

10.1 In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

11 Right of Substitution

11.1 Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

11.2 In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

12 Autonomy

12.1 Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

13 Equipment

13.1 Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

14 No Exclusivity

14.1 The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

15 Notice

15.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- HDJ Furniture Ltd
62 Kings Chase, Molesey, East Molesey KT8 9DQ, UK

or to such other address as either Party may from time to time notify the other.

16 Indemnification

16.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

17 Additional Clauses

17.1 The installation dates for services will be confirmed only after all design work has been formally approved by the Client and all material selections, including but not limited to finishes, fixtures, and custom options, have been finalized and communicated in writing. Any delays in providing these approvals or selections may result in adjustments to the proposed timeline for installation.

17.2 The Client agrees to provide the Contractor with ample, unobstructed access and adequate space in all required areas to carry out the services as specified in this Agreement. This includes ensuring that the worksite is free from any hazards, obstacles, or conditions that may hinder the Contractor's ability to perform their work efficiently and safely. Any delays or additional costs incurred as a result of insufficient access or workspace will be the responsibility of the Client.

17.3 The Contractor will make all reasonable efforts to minimize minor damage to walls, floors, ceilings, and other surfaces at the installation address during the performance of services. However, due to the nature of manoeuvring and installing large pieces of furniture or equipment, minor scuffs, scratches, or other incidental damages may occur. The Client acknowledges and accepts responsibility for any minor repairs or touch-ups required after the installation is complete. The Contractor will not be liable for such minor damages.

18 Design Revisions

18.1 The design work included in this Agreement allows for up to three (3) revisions of the designs, with the initial design provided to the Client counting as the first revision. Any additional revisions or design changes beyond the third revision will incur an additional cost, which will be determined based on the scope and size of the changes required. The Contractor will provide the Client with a cost estimate for approval before proceeding with any additional design work.

19 Refunds

19.1 (The "Booking fee") is strictly non-refundable. However, if the costs incurred to date are greater than the booking fee, the refund will be reduced by that amount. Costs incurred include, but are not limited to, time taken for surveys and meetings, design work, samples

provided, materials already ordered, labour costs, and any other expenses incurred for the project.

- 19.2 “Manufacture fee” and “Completion fee” made under this Agreement are refundable only if the Client has provided the Contractor with a reasonable opportunity to deliver the agreed services and the Contractor is unable to fulfil its obligations. The Client agrees to provide all necessary information, approvals, and materials required to facilitate the Contractor's ability to perform the services outlined in this Agreement. Any delays caused by the Client, including failure to provide required information or approvals, may affect the timeline and will not constitute grounds for a refund.

20 Warranty

20.1 The Contractor provides a six-month warranty covering faults in materials and workmanship.

This warranty does not cover:

- Natural wood materials: Variations in the colours of stains and lacquers are a natural characteristic of wood. Slight differences in colour tones are to be expected and are not covered under this warranty.
- Fair wear and tear.
- Misuse: This includes the use of cleaning products other than a mild soap mixed with warm water, as specified by the Contractor.
- Damage caused by moving, negligence, or wilful damage.
- Problems arising from the environment in which the services have been installed or stored, including but not limited to humidity, temperature fluctuations, or exposure to sunlight.
- Natural movement of wood, such as warping, cracking, or expansion.
- Alterations made by parties other than the Contractor.

21 Modification of Agreement

21.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

22 Time of the Essence

22.1 Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

23 Assignment

23.1 The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

24 Entire Agreement

24.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

25 Enurement

25.1 This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

26 Titles/Headings

26.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

27 Gender

27.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

28 Governing Law

28.1 This Agreement will be governed by and construed in accordance with the laws of England.

29 Severability

29.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

30 Waiver

30.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.