Terms and Conditions of Supply

Effective Date: 31 August 2025
Supplier: Arcadia Services Ltd.

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1. Interpretation

In these Terms and Conditions ("T&C"):

- **"Supplier" means Arcadia Services Ltd., its affiliates, agents, and permitted subcontractors.**
- **"Client" means any person or entity to whom the Supplier provides goods or services.**
- **"Services" includes all goods, consultancy, technology, and ancillary services supplied by the Supplier.**
- **References to statutes or regulations shall include any amendments, re-enactments, or subordinate legislation.**

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2. Scope of Services

- **Supplier shall perform the Services with due skill, care, and diligence in accordance with prevailing professional standards.**
- **Supplier retains the right to determine the methods, personnel, and subcontractors used in providing Services.**
- **Unless explicitly agreed in writing, the Supplier does not guarantee any particular outcome, result, or financial benefit.**

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3. Pricing and Payment

- **Fees for the Services shall be as set forth in the Supplier's quotations, invoices, or statements of work.**
- **All fees are exclusive of taxes, duties, or levies, which shall be borne by the Client.**

- **Payment is due within thirty (30) calendar days of invoice date, unless otherwise agreed in writing.**
- **Missing: No interest for late payments or currency specification.**

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4. Delivery and Acceptance

- **Supplier shall deliver Services in accordance with agreed schedules.**
- **Risk in the Services passes to the Client upon completion or delivery of tangible deliverables.**
- **Acceptance of Services by the Client shall occur upon delivery unless otherwise agreed.**
- **Missing: No remedies for late delivery, no formal inspection or testing procedure defined.**

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5. Warranties

- **Supplier warrants that Services will be performed in a professional manner consistent with generally accepted industry standards.**
- **Except as expressly provided, all other warranties, whether express, implied, statutory, or otherwise, including merchantability, fitness for purpose, and non-infringement, are excluded to the fullest extent permitted by law.**
- **Missing: Warranty period and remedies for breach are not defined.**

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6. Confidentiality

- **Supplier shall maintain in strict confidence all non-public information disclosed by the Client in connection with the Services.**
- **This obligation shall survive termination of these T&C for an indefinite period.**
- **Missing: No specific exclusions, permitted disclosures, or enforcement mechanisms.**

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7. Limitation of Liability

- **Supplier's liability to the Client for any claim arising out of or in connection with these T&C shall, to the maximum extent permitted by law, be limited to direct losses only.**
- **In no event shall the Supplier be liable for any indirect, incidental, consequential, punitive, or special damages.**
- **Missing: No monetary cap, no insurance obligations, no definition of "direct loss."**

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8. Termination

- **Either party may terminate the provision of Services by giving reasonable written notice to the other party.**
- **Termination shall not relieve the Client of its obligation to pay for Services already rendered.**
- **Missing: No minimum notice period, no treatment of in-progress or incomplete work.**

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9. Force Majeure

- **Supplier shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including acts of God, governmental action, strikes, or natural disasters.**
- **Missing: No procedure for notification, mitigation, or extension of deadlines.**

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10. Governing Law and Dispute Resolution

- **These T&C shall be governed by and construed in accordance with the laws of the jurisdiction in which the Supplier is incorporated.**
- **Any disputes shall be resolved in accordance with applicable laws, without specifying arbitration, courts, or venue.**

- **Missing: No arbitration clause, venue, or dispute escalation mechanism.**

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11. Miscellaneous

- **Supplier may subcontract Services or assign rights and obligations without prior consent of the Client.**
- **Any amendments or modifications to these T&C must be in writing and signed by an authorized representative of the Supplier.**
- **Headings are for convenience only and shall not affect interpretation.**
- **If any provision is held invalid, it shall not affect the validity of the remaining provisions.**