

MOBIUS AT WORK LTD

Subcontractor Terms Addendum

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This document supersedes all previous versions of the Mobius At Work Ltd Subcontractor Addendum.

Subcontractor Terms Addendum

This Subcontractor Addendum forms part of all Purchase Orders issued by Mobius At Work Ltd ("Mobius") to subcontractors or suppliers engaged in the provision of design, fit-out, furniture, or associated works. It is intended to ensure consistency, compliance, and alignment with Mobius's Terms & Conditions of Sale (MAW-TC-001).

1. Relationship with Mobius's Terms & Conditions

This Addendum operates in conjunction with Mobius's Terms & Conditions of Sale (MAW-TC-001). Where inconsistencies arise, the terms of this Addendum shall take precedence for all subcontracted works.

2. Scope of Works and Obligations

The Subcontractor shall perform the works described in the relevant Purchase Order and in accordance with all drawings, specifications, and instructions provided by Mobius. The Subcontractor shall comply with all applicable laws, regulations, and industry standards, and ensure that its employees and subcontractors are suitably qualified and competent.

3. Insurance and Liability

The Subcontractor shall maintain Public Liability, Employers' Liability, and Contractors' All-Risks insurance appropriate to the value and nature of the works, with minimum cover levels acceptable to Mobius. Evidence of insurance shall be provided upon request. The Subcontractor shall indemnify Mobius against any loss, damage, or claim arising from its acts, omissions, or negligence.

4. Health, Safety and CDM Regulations

The Subcontractor shall comply with the Construction (Design and Management) Regulations 2015 and all applicable health and safety legislation. The Subcontractor shall provide suitable RAMS where required, ensure the competence of its operatives, comply with Site rules and instructions, and cooperate with Mobius and all relevant duty holders in relation to health and safety and CDM requirements.

5. Payment Terms

Payment will be made in accordance with the terms specified in the Purchase Order and Clause 9 of Mobius's Terms & Conditions of Sale (MAW-TC-001). No payment shall be due for works not completed to Mobius's satisfaction or where supporting documentation (e.g., invoices, delivery notes, warranties) is incomplete.

6. Intellectual Property

All intellectual property rights in designs, drawings or other materials produced specifically by the Subcontractor for Mobius in connection with the Project shall transfer to Mobius upon full payment for those materials. The Subcontractor shall provide Mobius with all documents and information reasonably required to enable Mobius to use such materials for the purposes of the Project.

7. Data Protection

The Subcontractor shall comply with the UK GDPR, Data Protection Act 2018 and all other applicable data protection legislation. Personal data shall only be processed where necessary for the performance of the Subcontractor's obligations and in accordance with Mobius's reasonable instructions where applicable. Where the Subcontractor processes personal data on behalf of Mobius, any additional data processing terms required by applicable data protection legislation shall be put in place.

8. Termination

Mobius reserves the right to terminate this agreement or any associated Purchase Order immediately in the event of material breach, insolvency, or failure to perform. On termination, the Subcontractor shall secure the site, remove personnel and materials safely, and cooperate fully in the transition of works.

9. Force Majeure

Neither party shall be liable for any failure or delay in performance due to events beyond their reasonable control, including industrial disputes, transport disruption, or material shortages.

If a Force Majeure Event continues for more than 60 days, either party may terminate the contract by written notice.

10. Governing Law

This Addendum and any related contract shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

Applicability & Acceptance

This Addendum applies to all Purchase Orders issued by Mobius At Work Ltd from October 2026 onwards, unless superseded by a later revision. By accepting a Purchase Order, commencing work, or supplying goods or services to Mobius, the Subcontractor is deemed to have accepted the terms of this Addendum.

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