

RANGER FIRE & SECURITY - STANDARD TERMS FOR GOODS AND SERVICES

A Contract for New Equipment and Services will only be formed with a Ranger Group Company when, after the Client indicates it wishes to proceed with a Quotation, the Company confirms acceptance that the Quotation has been processed on its business portal and provides the Client with an Order number, and the Client agrees that the Services provided in such Quotation shall be governed by the Terms below.

Please note that the Company does not accept any other means to contract for the provision of New Equipment and/or Services as valid, including the use of a Client's standard purchase order terms.

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in the Contract as follows:

Applicable Standards: the requirements of all relevant applicable health and safety, fire safety and other legislative standards, together with those standards and codes of practice adopted by any approvals or regulatory organisation by which the Company is for the time being recognised, at the date of this Contract.

Authority: any private or public organisation, body or association which provides response services in relation to security or alarm or fire alarm and suppression systems, or which is otherwise involved in the monitoring of security or alarm systems.

Charges: the charges set out in the Quotation.

Client: a client of the Company whose details are set out in a Quotation.

Company: the Ranger Group Company specified in the Quotation.

Confidential Information all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this Contract, in connection with the provision of the Services, including but not limited to:

(a) any information that would be regarded as confidential by a reasonable businessperson relating to:

(i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs) including but not limited to the Services; and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

(b) any information developed, acquired or obtained by either of the parties under these Terms and/or the Services.

Contract: the contract between the Company and the Client for the provision of New Equipment and/or Services (as applicable) comprising:

(a) an Quotation issued to the Client;

(b) these Terms;

(c) the Special Terms, if any; and

(d) Written confirmation from the Company that the Quotation has been accepted.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK

including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Deposit: the amount of deposit monies, if any are required, which are specified in a Quotation.

Existing System: any existing fire safety and suppression equipment system on Site(s) not previously supplied by the Company, and which is prior to any Installation Services being provided.

Group Company: means in relation to a body corporate, means the body corporate, any other body corporate which is its holding company or subsidiary and any other body corporate which is a subsidiary of that holding company, and "holding company" and "subsidiary" are to be read in accordance with section 1159 and Schedule 6 of the Companies Act 2006.

High Priority Incident: as determined by the Company, means any reported incident which significantly impairs or degrades the use of a Site (e.g. such as alarms ringing or suppressors in operation) or which otherwise has material health and safety implications for use of a Site.

New Equipment: the new equipment supplied by the Company which is specified in a Quotation.

New System: the new fire safety and suppression equipment system to be installed by the Company which is specified in the Quotation, which incorporates the New Equipment, and which replaces the Existing System, or which may incorporate elements of the Existing System.

Installation Services: the installation services for the New Equipment which are specified in a Quotation.

Intellectual Property Rights: patents, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets).

Maintenance Period: a minimum initial period of twelve (12) months (or such other longer period as is specified in the Quotation commencing: (i) in relation to a New System, on the date of System Acceptance; and (ii) in relation to an Existing System, on the date specified in the Quotation.

Maintenance Renewal Period(s): successive periods of twelve (12) months from the expiry of the Maintenance Period and each twelve (12) month period thereafter.

Maintenance Services: the annual maintenance services which are specified in a Quotation.

Normal Business Hours: Monday to Friday, 9.00am to 5.30pm (excluding statutory holidays).

Personal Data: shall be as defined in the Data Protection Legislation.

Plant Equipment: means any commercial plant or other commercial vehicle equipment the subject of Maintenance Services under an Amerex branded product.

Quotation: the quotation to which these Terms are attached or incorporated, containing details of (i) the Client; (ii) the Services to be provided under the Contract (including details of any New Equipment to be supplied and installed) together with details of any Installation Services to be provided, together with any related timescales for such Installation Services; (iii) any Maintenance Services to be provided together with the Initial Term of such Maintenance Services; and (iv) and the applicable Fees payable by the Client for the Services.

Representatives: means in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

Services: the Installation Services and/or Maintenance Services.

Service Levels: for Maintenance Services an on-site response to a Call Out (i) within eight (8) hours for a High Priority Incident; and (ii) within forty-eight (48) hours for any other incidents reported, (iii) and any other service levels included in a Quotation, and the Company shall determine what prioritisation is allocated.

Site: the site or sites at which Installation Services and/or Maintenance Services shall be carried out, which are specified in the Quotation.

Special Terms: any additional terms agreed by the parties which are set out in the Quotation in the box called "Special Terms".

System: the New System and the Existing System, or (if applicable) a fire alarm and suppression system fitted to Plant Equipment for which Maintenance Services are being provided under an Amerex branded product.

System Acceptance: in relation to a System installed by the Company, the date on which the Company issues a certificate of compliance to the Client.

Terms: the provisions of clauses 1 to 17 (inclusive of these terms).

2. WARRANTIES

2.1 The Company warrants that:

- (a) it has the capacity to enter into the Contract;
- (b) it shall perform the Services in accordance with the Service Levels with reasonable skill and care;
- (c) it shall use persons experienced and trained for such purposes;
- (d) it will adopt safe systems of work for all its activities and ensure that employees, sub-contractors, Site occupants and any Site visitors are not put at risk or materially inconvenienced; and
- (e) The System shall be fit for the requirements specified in the Quotation.

2.2 Additionally the Company warrants that the System (including the New Equipment supplied by the Company but not including any Excluded Items), shall be free from major defects in materials and workmanship carried out by the Company under the Services for a period of twelve (12) months from the date of System Acceptance (**Warranty Period**), and the Company shall during the Warranty Period carry out replacement or repair of parts and rectification of faults free of charge (including labour and call out).

2.3 Notwithstanding the provisions of clauses 2.1 and 2.2 above the Company shall have no liability if:

- (a) any fault is caused by the Client's breach of its obligations under these Terms or by willful or negligent act of any person (other than the Company, its employees, and agents and sub-contractors); or
- (a) during the Warranty Period the System has not been routinely serviced or tested and inspected by a competent engineer to Applicable Standards;
- (b) any loss arises from any work carried out on the System by a third party not authorised by the Company;
- (c) any defect in the System arises from fair wear and tear, willful damage, or negligence of the Client or other users of the New Equipment, abnormal working conditions, failure to follow the Company's written instructions, or misuse or repair of the New Equipment without the Company's prior approval; and
- (d) any defect in the System has not been notified to the Company in writing within five (5) days of being discovered by the Client;
- (e) if and to the extent that any parts, materials or equipment are not supplied by the Company.

3. SITE AND SYSTEM INSPECTIONS

3.1 The Company shall, if required, at its own expense carry out an initial inspection of the Site(s) and any Existing System for the purposes of issuing a Quotation, including proposed Charges (**Site Inspection**).

3.2 The Client shall pay any Deposit, if required, on acceptance of a Quotation unless the provisions of clauses 3.3 and 3.4 apply.

3.3 Where removal of an Existing System or installation of a New System incorporating elements of an Existing System is required, the Company may at its own expense carry out a furthermore detailed inspection of the Site(s) within ten (10) days of acceptance by the Client of a Quotation, prior to the commencement of the Installation Services. This more detailed inspection is to assess the Site(s) and condition of the Existing System (**System Inspection**).

3.4 Regardless of whether a System Inspection is carried out, the Company shall notify the Client of any additional unforeseen costs of removal of the Existing System, or any additional remedial work (or non-standard works beyond the Assumptions for Charges in clause 8 below) which may be required to the Existing System (if required for the New System), or any other works not which could not be reasonably identified or ascertained prior to issue of the Quotation, and a revised Quotation including any changes to the Charges will be issued.

3.5 The Client shall, as soon as reasonably practicable accept or reject any revised Quotation issued under clause 3.4 above, and if accepted make payment of any Deposit required on acceptance.

3.6 If a revised Quotation is rejected by the Client the Company shall refund any payment of Charges and any Deposit already paid made by the Client, less the costs of any Site Inspection and any System Inspection incurred by the Company.

4. INSTALLATION SERVICES

4.1 Unless the Client rejects a Quotation the Company shall use reasonable endeavors to commence the Installation Services within as soon as reasonably practicable after the date of acceptance of the Quotation.

4.2 The Installation Services shall be provided during Normal Business Hours, unless otherwise stated in a Quotation.

4.3 The Charges for the Installation Services shall not include extraneous works, making good, re-decoration or carpentry works and are based on the Company having unhindered access to doors, windows, cable runs and other areas where works are to be carried out.

4.4 The Company shall be permitted to delay commencement of the Installation Services if:

- (a) no access or permit required for the Site(s) is provided by the Client in breach of its obligations under clause 7;
- (b) any required risk assessment and/or method statements and/or safe systems of working are not in place;
- (c) not all COSHH Assessments and hazard data sheets have been provided for all materials and substances to be used (with copies available on Site(s));
- (d) for manned sites – no checks with the Client / on-site Representative that there is an asbestos register on site have been carried out,

and in the event of encountering asbestos on Site(s), the Company shall be entitled to stop work immediately and contact the Client.

4.5 During the Installation Services the Company shall:

- (a) adopt safe systems of work for all activities and ensure that employees, sub-contractors, the building occupants or any visitors to Site(s) are not put at risk or disrupted in any way;
- (b) ensure that there is effective control of dust generated by the works and that noise is controlled within acceptable limits throughout the works. Excessive noise due to drilling and the likely is to be undertaken out of normal working hours or as otherwise agreed;

- (c) ensure that all finished and existing areas are protected during loading, unloading and during the works;
- (d) ensure that all necessary permits that the Company is required to have to carry out the Installation Services are in place, including valid "hot work permits" and tool testing;
- (e) ensure that its employees and contractors record and report all accidents without delay, including any mandatory reports to enforcing authorities;
- (f) not use any of the Site equipment or services such as electricity, gas or water without specific authorisation, except for the reasonable use of electricity for portable power tools and water associated with the works detailed in the Quotation; and
- (g) ensure that Site(s) security is not compromised.

5. SUPPLY OF NEW SYSTEM

- 5.1 The New Equipment to be supplied for the New System shall be as listed and set out in a Quotation.
- 5.2 The Company reserves the right to make changes to the New Equipment and its specifications in the New System which are required to meet any applicable health and safety requirements or which do not materially adversely affect their quality or performance.
- 5.3 Risk of loss or damage to the New Equipment shall pass to the Client upon delivery to the Site(s) who shall be responsible for its safekeeping. Ownership of the New Equipment shall remain with the Company until all Charges payable in the Quotation to the Company are made by the Client in full, including any interest due under these Terms, and shall be held by the Client as bailee of the Company. In default of payment the Client hereby grants the Company a licence to enter onto its Site(s) to recover the New Equipment (whether fixed or unfixed).
- 5.4 Where the Company has made part delivery of the New Equipment it will not be taken under any circumstances to have waived any lien or right of retention on the remainder of the New Equipment or to give up possession of the whole of the New Equipment unless expressly agreed to in writing.

6. ANNUAL MAINTENANCE SERVICES

- 6.1 Where included in an accepted Quotation the Company shall, subject to reasonable access to the Site(s), and/or Plant Equipment (as applicable) to provide the Maintenance Services to the System or Plant Equipment.
- 6.2 The Maintenance Services shall comprise:
 - (a) scheduled visit(s) to inspect the System to carry out inspection, testing, adjustment, and servicing work, to ensure the correct functioning of all detection and prevention equipment and systems, and prevention of faults (**Scheduled Visits**). The number of Scheduled Visits shall be as specified in the Quotation;
 - (b) response call outs or service visits requested by the Client to fix faults reported by the Client during the Maintenance Period (**Call Outs**);
 - (c) the documentation and record keeping for all works carried out under Scheduled Visits and Call Outs;
 - (d) carry out remedial works to any defective equipment or systems of the System which shall be invoiced to the Client at the Company's rates from time to time in force;
 - (e) any monitoring services in accordance with any Service Levels included in a Quotation (**Monitoring Services**).
- 6.3 Subject to the provisions of clause 2.2 above (**Warranty Period**), following an inspection visit or call out repair visit, if the Company identifies any preventative works, or further remedial works and/or additional equipment parts to be carried out and fitted, it shall provide the Client with a written cost estimate, in accordance with the Company's price lists from time to time in force.
- 6.4 If the Client does not accept the cost estimate provided for preventative and/or remedial works identified, the Company shall have no liability for such faults or defects or any losses arising as a result of a failure to carry out such preventative and/or remedial works, and may terminate the Maintenance

Services immediately.

- 6.5 Save as may be required to address a High Priority Incident, all Maintenance Services shall be carried out during Normal Business Hours, unless otherwise specified in a Quotation.
- 6.6 Outside Normal Business Hours works carried out under a High Priority Incident shall be limited to making the System safe and a further visit may be required during Normal Business Hours to carry out remedial works identified. The Company shall use all reasonable endeavors to complete a successful repair during a Call Out visit, subject to parts availability.
- 6.7 In respect of any Monitoring Services:
 - (a) the Client shall be responsible for arranging and paying for any connections to a monitoring centre;
 - (b) the Monitoring Services shall only commence once applicable connections are made and will terminate on termination of any Maintenance Services provided under these Terms
 - (c) the Client shall be responsible for ensuring all keyholders are briefed on their responsibilities and that all keyholder lists are properly maintained; and
 - (d) The company shall not be responsible for any losses incurred by the Client as a result of any third party monitoring arrangements not provided by the Company.

7. CLIENT'S OBLIGATIONS

- 7.1 The Client warrants that it has full capacity and authority to enter into this Contract.
- 7.2 The Client shall:
 - (a) provide the Company and its sub-contractors with such information and assistance as may be reasonably required to enable the Company to provide the Services;
 - (b) grant the Company, its employees and sub-contractors such access to the Site(s) as is necessary for the Company to perform its obligations hereunder;
 - (c) permit the Company and its Representatives, any inspectors of any Authority, or any inspectors of any organisation from which the Company has an authorization, certification or accreditation, reasonable access to the Site(s) inspect the System on giving reasonable notice during Normal Business Hours;
 - (d) where the System is to connect and interface with third party systems and/or equipment (such as lifts, fire suppression, building maintenance systems (BMS) and other electrical or mechanical equipment, ensure (at its own cost) that attendance of a relevant service provider and/or Authority (if relevant) is arranged on Site(s);
 - (e) obtain and pay for any necessary consents, facilities, permits, licences, or registrations required by the Client for the purposes of the Installation Services and to use the New System or Existing System, including without limitation any building control or fire officer approvals, and any monitoring arrangements where included in a Quotation;
 - (f) provide access to electricity, water, gas or any other services necessary for the Company to perform its obligations hereunder;
 - (g) notify the Company as soon as reasonably practicable of any defect occurring in the System;
 - (h) not, and not permit any other person to modify, adjust, reset or otherwise interfere with the System during the Maintenance Period;
 - (i) not charge, pledge or otherwise deal with any New Equipment or any element of the New System on the Client's Site(s) or Plant Equipment (if applicable) for which full payment of any related Charges has not yet been received by the Company;
 - (j) in addition to the Charges pay any sums required to amend or upgrade the System from time to time required to meet any new Applicable Standards notified to the Client by the Company, unless these are otherwise covered by any warranties or guarantees provided under

- the Services;
- (k) where the System has been installed so as to be linked with any Authority, and has been operating as such then the Client shall keep the Company so informed; and
 - (l) obtain and pay for the telephone line or other telephone company apparatus required for monitoring or remote signaling (if any) of the System to or with any Authority;
 - (m) inform the Company of any hazardous substances (e.g. asbestos or other chemicals) or hazardous structures it may be aware of prior to any Site(s) inspections and Installation Services commencing under these Terms, and thereafter immediately upon becoming subsequently aware of their existence. **Failure to do so may result in a breach of the Health & Safety at Work Act Regulations and could lead to prosecution.**
 - (n) ensure that fire extinguishers are stored properly and not misused.
 - (o) Be responsible for keeping the Plant Equipment (and System) clean ensure that such equipment is safe and without risk for the Company's employees, agents and contractors to perform their duties under these Terms.
- 8. ASSUMPTIONS FOR CHARGES**
- 8.1 Save where expressly identified in a Quotation, the Charges in a Quotation have been set on the basis that:
- (a) all prices exclude all applicable taxes including Value Added Tax;
 - (b) all work is carried out during Normal Business Hours;
 - (c) no allowance is made for the strip-out and removal of any aspect of the Existing System (unless specifically stated in the Quotation including its scope);
 - (d) no allowance is made for making good or redecoration of any disturbed areas or surfaces;
 - (e) all cable routes and working areas are to be free from any hazardous materials e.g. asbestos, toxic chemicals, etc. Should such substances be found then all work in the affected area would cease until the area is cleaned at no cost to the Company.
 - (f) all primary & secondary containment (e.g. cable trays, trunking, back boxes, conduit drops, civils/ducting) to be installed by others and be sufficient for the Installation Services and System as detailed in the Quotation;
 - (g) all underground ducting to be used will include a usable draw rope and are clear of debris and obstructions;
 - (h) any elements of the Existing System to be used will be in good electrical and mechanical working order with sufficient capacity for the additional works to be added;
 - (i) no high level height working (beyond 3m) is required;
 - (j) removal and replacement of existing furniture and office equipment, carpets, floorboards and floor tiles is to be carried out by the Client at its own cost, unless otherwise stated in a Quotation;
 - (k) no allowance is made for cutting and modifying of any floor or ceiling tiles;
 - (l) sufficient parking and unrestricted access to Site(s) for deliveries shall be provided to the Company throughout the duration of the Installation Services;
 - (m) Excluded Items shall cover any aspects of work or Services not included in the Services; and
 - (n) No allowance is made for any additional work identified to connect the System to third party interfaces or address hidden voids.
- 8.2 The Company shall be entitled to revise its Charges in a Quotation where it is required to deliver the Installation Services outside the assumptions in clause 8.1 above.
- 9. CHARGES**
- 9.1 The Client shall pay any required Deposit on acceptance by the Company of a Quotation.
- 9.2 The Client shall pay the remaining Charges invoiced by the Company for the Installation Services (and any New Equipment provided) and/or Maintenance Services in accordance with (i) the payment terms for the Maintenance Services and/or New Equipment supplied which are specified in the Quotation, and (ii) the stage payments for the Installation Services which are specified in the Quotation or where none are specified, within thirty (30) days of commencement of the Services.
- 9.3 The Company shall invoice and expect payment for any aborted visit to Site(s) for up to and including 100% of order value, if the Client has not arranged the proper access rights and/or consents, permits and permissions set out in clause 7.
- 9.4 The Charges shall be paid by the Client within thirty (30) days of the date of the invoice.
- 9.5 If the Company has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Company:
- (a) the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.6 Subject to the remaining provisions of these Terms after the first year, the Company shall be entitled to increase the Charges for the Maintenance Services annually upon thirty (30) day's prior written notice by not less than the higher of 3.9% or the increase in the Retail Prices Index over the previous twelve (12) month period).
- 9.7 Unless stated otherwise, all Charges expressed in this Contract to be payable by the Client are exclusive of Value Added tax (or any other duties or tax).
- 9.8 Subject to clause 9.9 the Client shall make payment of all Charges in full without any deduction whether by way of set-off, counterclaim, discount or otherwise.
- 9.9 In respect of any Contract which is subject to the Housing Grants, Construction and Regeneration Act 1996 any payment may not be withheld by the Client after the final date for payment unless effective notice to withhold payment has been given specifying:
- (a) the amount of the payment made or proposed to be made;
 - (b) the basis upon which that account was calculated;
 - (c) the ground or grounds for withholding payment and if more than one, the amount attributable to each ground
 - (d) Completion
- and the Company will use its best endeavors to effect completion of the Installation Services by the agreed completion date but it cannot be held liable for any loss or damage resulting from delay or non-delivery due to causes beyond its control, including but not limited to parts availability.
- 10. FIRE PRECAUTIONS**
- 10.1 The Company shall ensure that employees are familiar with the emergency evacuation procedures, together with the means of activating the fire alarm and the location of any firefighting equipment.
- 10.2 Firefighting equipment should not be misused, removed or interfered with by the Company, and that the means of escape routes are not obstructed during the provision of the Services.
- 10.3 No flammable mixtures, liquefied petroleum gases or explosive substances are to be used or stored on Site(s) without prior approval from the Client.
- 10.4 The Company shall ensure that any work which may render the fire alarm, fire detection or firefighting system inoperable or ineffective is notified to the Client before commencement of works and permission to proceed is granted.
- 11. LIMITATION LIABILITY**
- WARNING: you are strongly advised to read this**

clause.

- 11.1 Except as expressly and specifically provided in these Terms all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.
- 11.2 Nothing in this Contract excludes the liability of either party for:
- death or personal injury caused by negligence; or
 - for fraud or fraudulent misrepresentation.
- 11.3 Subject to clauses 11.1 and 11.2:
- the Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any special, indirect or consequential loss, costs, damages, charges or expenses, loss of profits, loss of business, loss of revenue, depletion of goodwill and/or similar losses or loss or corruption of data or information (including such losses arising and in connection with data protection), or pure economic loss; and
 - the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this the Contract and the Services shall be limited to the value of the Services provided under the Contract.
- 11.4 The Client acknowledges that:
- the nature of the fire and security industry is such that the cost of the Services being provided is relatively low when compared with the high values of property and equipment which can be at risk;
 - only the Client is aware of the value of its premises and equipment at the Site(s) and must be responsible for insuring them;
 - the level of liability we have set in clause 11.3(b) reflects this apportionment of risk.
- 11.5 If the Client wishes to increase this limit it will be required to pay an additional charge to cover the cost of any additional insurance cover (at a level to be agreed) to be arranged by the Company for the Client's benefit, and shall be required to submit any additional information which the Company's insurers request.
- 11.6 Although the Installation Services and the New System (or Existing System) are designed to the best of the Company's skill and knowledge to reduce the risks of loss or damage or to deter intruders (as the case may be) the Company does not represent or warrant that the New System (or Existing System) may not be neutralised, circumvented or otherwise rendered ineffective by the Client, intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Client, intruders or other unauthorised persons.
- 11.7 In view of the provisions of this clause 10 the Client acknowledges that it may be required to effect separate insurance cover for its Site(s).
- 11.8 Nothing in this the Contract excludes the liability of the Client for any breach, infringement or misappropriation of the Company's Intellectual Property Rights in the Services and/or the New System supplied.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 The Company shall remain the legal and beneficial owner of all Intellectual Property Rights in the New System and in any New Equipment, software and systems.
- 12.2 The Client shall notify the Company if it becomes aware of any unauthorised access to, use of, or copying of or distribution of the Company's Intellectual Property Rights.
- 13. CONFIDENTIALITY**
- 13.1 The provisions of this clause shall not apply to any Confidential Information that:
- is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by an obligation of confidentiality with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - the parties agree in writing is not confidential or may be disclosed.
- 13.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- use such Confidential Information except for the purpose of exercising or performing its rights and obligations arising under the Contract (**Permitted Purpose**); or
 - disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 13.
- 13.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 13.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, any relevant securities exchanges) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.5 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 13.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms are granted to the other party, or to be implied from these Terms.
- 13.7 On termination of the Contract, each party shall:
- destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials

retained by a recipient party, subject to clause 15 (Term and Termination).

13.8 No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13.9 Except as expressly stated in these Terms, no party makes any express or implied warranty or representation concerning its Confidential Information.

13.10 The above provisions of this clause 13 shall survive for a period of three years from termination of this Contract.

14. DATA PROTECTION

14.1 The Client acknowledges that the Company shall hold Personal Data of the Client's business contact(s) and representatives, and your keyholders, supplied by the Client in connection with the provision of the Services (**Client Data**).

14.2 The Company shall hold the Client Data as a data controller for the purposes of the Data Protection Legislation and shall comply with the requirements of the Data Protection Legislation in relation to such data.

14.3 The Company shall be permitted to share the Client Data with any of its Group Companies for the purposes of delivering its products and the Services, and for its Group Companies to offer their products and services, and with any credit reference checking agencies in connection with the Client, and may share such data with relevant authorities (including but not limited to the police and fire services and the National Security Inspectorate) as may be required for the provision of the Services.

15. TERM AND TERMINATION

15.1 The Contract shall commence on the date specified in the accepted Quotation and shall continue until the latest of the following:

- (a) completion of the Installation Services and handover of the System to the Client;
- (b) the expiry of any Maintenance Period where Maintenance Services have been terminated or expire without renewal; or
- (c) the Contract is otherwise terminated by a party in accordance with these Terms.

15.2 The Maintenance Services shall be provided by the Company for the Maintenance Period, and thereafter shall automatically renew for successive Maintenance Renewal Periods, unless

15.3 The Client may terminate the Maintenance Services on giving the Company not less than three (3) months written notice prior to the expiry of the Maintenance Period or subsequent Maintenance Renewal Periods.

15.4 Without affecting any other right or remedy available to it, the Company may suspend the provision of any Services and/or terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the Client commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

(d) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the Client applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;

(g) application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Client (being a company, partnership or limited liability partnership);

(h) the holder of a qualifying floating charge over the assets of the Client (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;

(j) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Client's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.4 (c) to clause 15.4(j) (inclusive);

(l) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(m) the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

(n) there is a Change of Control of the Client; or

(o) the Client suffers an event of force majeure in accordance with clause 16.

15.5 On termination of the Contract, for whatever reason:

- (a) All rights granted to the Client shall cease;
- (b) The Company shall immediately cease to provide the Services;
- (c) The Client shall immediately pay to the Company any remaining Charges which are payable under the Contract, whether or not they fall due for payment under the Terms at the date of termination.

15.6 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

16. FORCE MAJEURE

The Company reserves the right to defer the date of supply of the Services or to cancel or amend any part of this Contract without incurring liability to the Client if it is prevented from or delayed in the performance of its obligations hereunder, if such delay or failure results from events, circumstances or causes beyond its reasonable control, including without limitation acts of god, governmental actions, war, civil war or national emergency, acts of terrorism, protests, riots or civil commotion, or fire explosion,

flood, epidemic, pandemic, lock outs, strikes or labour disputes. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the Client may terminate this the Contract by giving 14 days' written notice to the Company.

17. GENERAL

- 17.1 The Contract represents the entire agreement between the parties who confirm that they have not entered into the Contract in reliance upon any representations that are not expressly incorporated into the Contract.
- 17.2 These Terms apply to all Contracts to the exclusion of all other conditions (subject to those agreed to from time to time by the Company in writing) including any conditions which the Client may purport to incorporate under any confirmation of order, purchase order terms, or similar document and the Contract and these Terms shall take precedence over any such other terms. A valid Contract between the Company and the Client for provision of New Equipment and/or Services will only be entered into when the Company confirms its acceptance in writing of a Client's request or offer to proceed with a Quotation.
- 17.3 If there is an inconsistency between these Terms, the Quotation and any Special Terms, the Special Terms shall have priority over the Quotation, which in turn shall have priority over the provisions in these Terms.
- 17.4 No variation to these Terms, shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.5 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.6 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.7 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
- 17.8 If any provision or part-provision of these Terms are deemed deleted under clause 17.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.9 The provisions of clause 9.6 shall no longer apply where the Company will incur significant additional costs as a consequence of: (i) any changes in laws or regulations; or (ii) exceptional material changes occur in market conditions which are beyond the reasonable control of the Company.
- 17.10 The Client shall not, without the prior written consent of the Company, assign, novate, transfer, charge, sub- contract or deal in any other manner with all or any of its rights or obligations under these Terms or the Contract.
- 17.11 The Company may at any time assign, transfer, charge, sub-contract or delegate the performance of any elements of the Services to its Group Companies (including a part of any corporate re-organization of its Group Companies), or deal in any other manner with all or any of its rights or obligations under these Terms or the Contract.
- 17.12 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17.13 These Terms do not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the

Contracts (Rights of Third Parties) Act 1999.

- 17.14 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - sent by email to the addresses set out in the Quotation.
- 17.15 Any notice shall be deemed to have been received:
- if delivered by hand, at the time the notice is left at the proper address;
 - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.
- 17.16 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.17 If this contract is a contract to which the **Housing Grants, Construction and Regeneration Act 1996** applies then:
- if any dispute or difference arises out of or in connection with this Contract, any party (**Referring Party**) may by notice given to every other party to the Contract at any time refer the said dispute or difference to adjudication to be conducted in accordance with the Adjudication Provisions of the Scheme for Construction Contracts prescribed under the Housing Grants, Construction and Regeneration Act 1996.
 - the said adjudication shall be conducted by an adjudicator appointed by agreement between the parties or in default of agreement, the Referring Party shall request the Centre for Dispute Resolution being a nominating body under Clause 2.1(b) of the said Scheme for these purposes to select a person to act as adjudicator.
- ## 18. GOVERNING LAW AND JURISDICTION
- 18.1 **Governing Law:** The governing law for these Terms of this Agreement shall be determined by where the New Equipment and/or Services are provided:
- where these are provided in England or Wales, these Terms shall be governed by the laws of England and Wales;
 - where these are provided in Scotland, these Terms shall be governed by Scottish law;
 - where these are provided in the Republic of Ireland, this Agreement shall be governed by Irish law.
- 18.2 **Jurisdiction:** Subject to the provisions of clause 17.17 any dispute or claim arising out of or in connection with these Terms (including non-contractual disputes or claims) shall be submitted to the exclusive jurisdiction of the courts of the country in which the New Equipment and/or Services are primarily performed, being:
- the courts of England and Wales where the services are performed in England or Wales;
 - the Scottish courts where the services are performed in Scotland; or
 - the courts of Ireland where the services are performed in the Republic of Ireland.
- 18.3 If Scottish law applies:
- Clause 7.2(i) shall be restated as follows: "not grant or purport to grant any security, pledge, assign in security, encumber, or otherwise deal with any New Equipment or any element of the New System located on the Client's Site(s) or forming part of the Plant Equipment (if applicable) for which the Company has not yet received full payment of all related Charges;"
 - Clause 15.4(c) shall be restated as follows: "the Client suspends, or threatens to suspend, payment of its debts; is unable to pay its debts as they fall due; or is

deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as that section applies in Scotland;”

- (c) Clause 15.4(f) shall be restated as follows: “a petition is presented, a notice is given, a resolution is passed, or an order is made by the Court of Session or a sheriff court for the winding up of the Client, other than for the sole purpose of a solvent amalgamation or reconstruction;”
 - (d) Clause 15.4(g) shall be restated as follows: “an administrator is appointed to the Client (being a company, partnership or limited liability partnership), or a notice of intention to appoint an administrator is given;”
 - (e) Clause 15.4(h) shall be restated as follows: “a qualifying floating charge holder over the assets of the Client (being a company or limited liability partnership) becomes entitled to appoint, or appoints, a receiver in accordance with the Insolvency Act 1986 as it applies in Scotland;”
- 18.4 If Irish law applies:
- (a) In clause 1.1 the definition of “**Data Protection Legislation**” shall be restated as follows: “**Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in Ireland, including the General Data Protection Regulation (EU) 2016/679 (GDPR) as retained in Irish law and as amended or supplemented by the Data Protection Act 2018 (Ireland); the ePrivacy Regulations 2011 (S.I. No. 336 of 2011) (and any successor legislation); and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).”
 - (b) In clause 1.1 in the definition of “**Group Company**” reference to “section 1159 and Schedule 6 of the Companies Act 2006” shall be retained in place of the provisions of section 7 of the Companies Act 2014 which apply under Irish law.
 - (c) Clause 7.2(i) shall be restated as follows: “not charge, pledge, grant a security interest over, or otherwise deal with any New Equipment or any element of the New System located on the Client’s Site(s) or Plant Equipment (if applicable) for which full payment of any related Charges has not yet been received by the Company;”
 - (d) Reference in clause 7.2(m) to the “Health & Safety at Work Act Regulations” shall be replaced with the “Safety, Health and Welfare at Work Act 2005 (No. 10 of 2005) or its nearest equivalent”;
 - (e) Reference in clause 9.5(b) to the “lending rate of the Bank of England plc” shall be replaced with “European Central Bank’s main refinancing rate”;
 - (f) Reference in clause 13.5 to the “Bribery Act 2010” shall be replaced with the “Prevention of Corruption Acts 1889–2010 as supplemented by the “Criminal Justice (Corruption Offences) Act 2018 (limited amendments)” and references to the “Series Fraud Office” shall be replaced with the “Garda National Economic Crime Bureau (GNECB) and the Director of Public Prosecutions (DPP)”;
 - (g) Clause 15.4(c) shall be restated as follows: “the Client suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, or admits inability to pay its debts;”
 - (h) Clause 15.4(e) shall be restated as follows: “the Client applies to court for, or obtains, a moratorium under Part 10 of the Companies Act 2014, or any other statutory

- (i) moratorium in Ireland;”
- (i) Clause 15.4(f) shall be restated as follows: “a petition is filed, a resolution is passed, or an order is made, for or in connection with the winding-up of the Client under the Companies Act 2014, other than for the sole purpose of a solvent amalgamation or reconstruction;”
- (j) Clause 15.4(g) shall be restated as follows: “an application is made to court, or an order is made, for the appointment of a liquidator, provisional liquidator, or examiner over the Client;”
- (k) Clause 15.4(h) shall be restated as follows: “a person becomes entitled to appoint a receiver or judicial factor over the assets of the Client, or such a receiver or judicial factor is appointed;”
- (l) Clause 15.4(i) shall be restated as follows: “a creditor or encumbrancer of the Client attaches, seizes, or takes possession of, or a distress, execution, sequestration, or other enforcement process is levied or enforced on, the whole or any part of the Client’s assets, and such attachment or process is not discharged within 14 days.”