

## Our Terms and Conditions

### Terms of Business

#### 1. **Interpretation:**

##### 1.1 In these Conditions:

'COMPANY' means ITG TECHNOLOGIES LIMITED with company number 05348254 and registered office at Clarke Nicklin House Brooks Drive, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3TD

'CONDITIONS' means these standard terms and conditions of business as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company

'CONTRACT' means the contract between the Company and the Customer for the purchase and sale of the Services in accordance with these Conditions

'CONTROLLER, PROCESSOR, DATA SUBJECT, PERSONAL DATA BREACH, processing and appropriate technical and organisational measures means as defined in the DATA PROTECTION LEGISLATION.

'CUSTOMER' means the party who accepts a quotation from the Company for the sale of the Goods or provision of Services or whose order for the Goods or Services is accepted by the Company.

'DATA PROTECTION LEGISLATION' means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

'DOMESTIC LAW' means the law of the United Kingdom or a part of the United Kingdom.

'GOODS' means computer hardware, software, peripherals and other goods (including any instalment of the goods or any parts for them) which is to be supplied in accordance with the Contract or as set out in a Product Schedule as applicable.

'INSTALLATION' means the installation of Goods for operation at the location agreed with the Customer and otherwise.

'IPR' means Intellectual Property Rights including patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade and business names and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'MAINTENANCE' means either ad hoc remedial maintenance or on-call maintenance relating to the Goods and the Services provided subject to and dependent upon the terms of the Contract.

'ORDER' means the Customer's order for the Services as set out in clause 3.1

'PERSONAL INFORMATION' means any personal information the Company hold about the Customer (if the Customer is an individual) or any individuals engaged by the Customer (including directors, employees or other staff) such as names, addresses and e-mail addresses

'PRODUCT SCHEDULE' means if applicable the schedule to these Conditions (and including any annexes to it) describing the Services and including specific provisions relating to the particular Services.

'SERVICES' shall mean the provision by the Company to the Customer of the Goods and/or the Third Party Product and/or the service of installation or maintenance or support in accordance with the Contract.

'SOFTWARE' means and any all programs, applications, instructions or similar that may from time to time be installed on the Customer's computer systems.

'STANDARD' means in relation to any Third Party Product that it has been manufactured and configured to the best appropriate specification and is in a state of good repair and free from defects and is in a condition expected by the Company (acting reasonably) for the purpose of the application of the Services, and accords with its published specification and product description.

'SUPPORT' means as described in the Contract.

'THIRD PARTY PRODUCT' means any and all Goods (which are not manufactured by the Company) and which the Company is to supply or install for the Customer and in the case of Software shall include computer programs and associated documentation and the media upon which they are recorded or printed.

'UK GDPR' has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

'WRITING' includes an email, written letter posted to our primary business address.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. **Basis of the sale:**

2.1 These Conditions shall be deemed to be incorporated in all Contracts between the Customer and the Company for the provision of Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. These Conditions and the Order and the Product Schedule (where applicable) constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us. If there is any inconsistency between any of these documents, they should be interpreted in the following order of priority (the first taking precedence): the Order, the product schedule (if applicable); the Conditions. If in any particular case any of these Conditions or any sub-clause or paragraph thereof shall be held to be invalid or shall not apply to the Contract, the other Conditions or any sub-clauses or paragraphs thereof shall continue in full force and effect.

2.3 No variation to these Conditions shall be binding on us unless our authorised representative has otherwise agreed in writing.

2.4 Any advice or recommendation given by the Company or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company and is subsequently followed or acted upon by the Customer is entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed in writing.

2.5 The Company will use reasonable skill and care to perform the Services.

2.6 A Customer may not assign the benefit or burden of any Contract.

2.7.1 If the Services include an Installation then the attached Product Schedule annexed to the

Contract marked "Installation Conditions" shall apply to the Installation.

2.7.2 Where the provision of Services relates to Maintenance or support the applicable Product Schedules" shall apply as set out in the Order.

## 3. **Orders and specifications:**

3.1 No Order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative, or the Company's commencement or execution of work pursuant to the Order.

3.2 The quantity, quality and description of and any specification for the Services shall be those set out in the Customer's Order (if accepted by the Company).

3.3 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for:-

3.3.1 giving the Company and its authorised personnel full and safe access to the location at which the Services are to be performed and all or any necessary information relating to the Services within a sufficient time or promptly upon request to enable the Company to proceed uninterrupted with the performance of this Contract;

3.3.2 ensuring that the location at which the Services are to be performed has proper environmental and operational conditions and, has a suitable supply of electricity and internet connection and that all Third Party Product is up to Standard;

3.3.3 obtaining and maintaining all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and ensuring that the Company's Services do not breach any Third Party IPR.

3.4 The Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement by the Customer of any third party IPR.

3.5 The Company reserves the right to make any changes to the Services:-

3.5.1 which are required to conform with any applicable statutory or regulatory requirements or, where the Services are to be supplied to an agreed specification, which do not materially affect their quality or performance;

3.5.2 where Goods are supplied or Services are attempted to be performed in accordance with instructions or specifications received from the Customer and those instructions or specifications are incomplete or the Third Party Product obtained for the purpose or the operating environment or system is not up to Standard condition then where it appears reasonable to the Company so to do in terms of materiality or necessity the Company shall use its discretion so as to complete the Contract exercising reasonable skill and care and the Company shall not be liable to the Customer in respect of any cost claim or damages arising out of the exercise of such discretion.

3.6 No Contract or Order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company

in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3.7 The Company makes no warranties or representations concerning any Third Party Product which are not expressly recommended in writing by the Company to the Customer for the purposes of the Contract.

3.8 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to the Company on demand all reasonable costs, charges or losses sustained or incurred by it, subject to the Company confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

3.9 All IPR and all other rights in any products and materials developed by the Company in relation to the Services shall be owned by the Company. The Company licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the products and materials developed by the Company and the Services as is envisaged by the parties.

#### 4. **Price of the Goods and Services:**

4.1 The price of the Services shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 7 days only or until earlier acceptance by the Customer.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, where the cost of any Third Party Product to be supplied increased or where the Customer's operating environment is not adequate or where any Third Party Product as the Customer's operating system is found not to be up to Standard) any change in delivery dates, quantities or specifications which is requested by the Customer, any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions or in the event that the Company finds defects or disrepairs that were not foreseen at the time of the Contract.

4.3 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

4.4 Unless otherwise specified by the Customer at the time of Contract all material necessarily removed from any equipment for the performance of the Services (e.g. replaced superfluous or redundant parts or fittings) shall thereupon become the Company's property and shall be disposed of by the Company as it shall think fit.

#### 5. **Terms of payment:**

5.1 The Company shall be entitled to invoice the Customer for the price of the Services on an interim basis as well as at any time after the Services have been performed unless otherwise agreed in writing.

5.2 The Customer shall pay the price for the Services and/or Goods within 30 days from the date of the invoice unless specified otherwise, and the Company shall be entitled to recover the price without any deduction, counterclaim, withholding or set off. The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability to the Company to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

5.3.1 cancel the Contract or suspend any further Services to the Customer;

5.3.2 appropriate any payment made by the Customer to such of the Services as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

5.3.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent per annum above Natwest Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 All payments payable to the Company under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

#### 6. **Delivery:**

6.1 Any dates quoted for delivery of the Goods are given in good faith but are approximate only and the Company shall not be liable for the consequences of any delay in

delivery of any Third Party Product however caused. Time for delivery of Goods shall not be of the essence of the Contract which may be in instalments each creating a separate Contract. Delivery of Goods may be in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.2 If the Customer fails to take delivery of Goods or (if appropriate) fails to give the Company sufficient instructions at the time stated for the delivery of Goods or Services or if the Customer fails to pay in cleared funds on or before delivery of Goods or Services the monies agreed to have been paid before that time then, without prejudice to any other right or remedy available to the Company, in any such event the Company may:

6.3.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.3.2 upon thirty days notice to the Customer sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess (if any) over the amount due to the Company or charge the Customer for any shortfall.

## 7. **Risk and Title:**

7.1 Risk of damage to or loss of the Goods or the Third Party Product shall pass to the Customer:

7.1.1 where delivery is at the Company's premises, at the time when the Company notifies the Customer that the same are available for collection; or

7.1.2 where delivery is otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery the time when the Company has tendered delivery.

7.2 Notwithstanding delivery and the passing of risk as aforesaid, or any other provision of these Conditions, the property in the Goods and Third Party Product shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the same and all other amounts outstanding to the Company from the Customer for which payment is then due.

7.3 Until such time as the property in the Goods and Third Party Product passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the same to the Company and, if the Customer fails to do so forthwith, the Customer hereby irrevocably license the Company to enter upon any premises of the Customer or any third party where the same are situate and repossess the Goods or Third Party Product and the Company is hereby granted the right to dismantle the same from any location.

7.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness

any of the Goods or Third Party Product which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable if not by then due and payable.

7.5 In relation to any Third Party Product the IPR of which is owned by a third party the performance by the Company of any of its obligations is in all respects conditional upon the Customer entering into an End-User Licence Agreement or Sub-Licence governing the use by the Customer of that item and the Customer agrees with the Company to abide by the Terms and Conditions of each such Licence or Sub-Licence.

## 8. **Warranties and liability:**

8.1 Subject to the conditions set out below the Company warrants that:-

8.1.1 the Services will be performed substantially by personnel possessing suitable skills and experience;

8.1.2 the Services will be performed exercising reasonable care and skill.

8.2 The warranty contained in clause 8.1.1 above is given by the Company subject to the following Conditions:

8.2.1 the Company shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Customer or for defects as a result of any equipment either not supplied by the Company nor being in at least Standard condition;

8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions for proper practice (whether oral or in writing), misuse or alteration or repair without the Company's approval;

8.2.3 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Services and/or Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to Third Party Product in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier thereof to the Company (if any).

8.3 The Company shall not be liable for any defects in its Services or in respect of Goods supplied where the Company is reasonably satisfied that the same have been aggravated by continued use after discovery of the defect.

8.4 Any claim by the Customer which is based on any defect shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods or Services and the Company shall have no liability for such defect or failure.

8.5 Where any valid claim is based on any defect in the quality or condition or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace or repair the same (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the same (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

8.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the Services, and the entire liability of the Company under or in connection with a Contract shall not exceed the price of the Contract, except as expressly provided in these Conditions.

8.8 Except in respect of death or personal injury caused by the Company's negligence in no event shall the Company be liable for the following loss or damage howsoever caused (unless caused by fraud or fraudulent misrepresentation) even if foreseeable by the Company:-

8.8.1 economic loss including loss of profits, business revenues, goodwill or anticipated savings; or

8.8.2 any other special indirect or consequential loss or damages; or

8.8.3 claims against the Customer by any third party.

8.9 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control (including without limitation any delay caused by an act or omission of a third party including those who supply or is to provide Third Party Product).

8.10 The Company shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up to date security copies of the Software and Data it uses in accordance with best computing practice.

#### 9. **Customer's Indemnity and Warranty:**

9.1 The Customer shall indemnify the Company from and against any damage loss injury or claim (including legal costs on indemnity basis) suffered by the Company or its employees caused as a result of:-

9.1.1 the equipment on which the Services are to be performed not being in at least Standard condition;

9.1.2 any failure of or delay by the Customer in notifying the Company of any unusual hazard that may be encountered when performing the Services;

9.1.3 the equipment or Software not being in the Customer's exclusive and absolute ownership free from encumbrance or the Customer not having complete and unfettered authority to enter into the Contract and as a result of which a third party claims an interest in the subject matter of the Contract.

9.2 The Customer hereby warrants to the Company that the Customer has not been induced to enter into the Contract by any prior representations or warranties whether oral or in writing except as specifically expressed in writing and signed on behalf of the Company and the Customer hereby irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentations or breach of any warranty not so contained (unless such misrepresentation or warranty was made fraudulently).

#### 10. **Insolvency of Customer:**

10.1 This clause applies if:

10.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

10.1.3 the Customer ceases, or threatens to cease, to carry on business; or

10.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the



Company shall be entitled to terminate or suspend any Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Services have been delivered but not paid for the price shall (if it has not already) become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. Termination of the Contract shall not affect 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.

## 11. **General:**

11.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any right or remedy is only effective if given in writing. 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.

11.2 If any provision of these conditions becomes unlawful unenforceable or void such provision shall to the extent required be deemed to be deleted and rendered ineffective as far as possible for the purpose of construing performing or enforcing the remainder of these conditions and without modifying the remaining provisions hereof which shall continue in full force and effect.

11.3 This agreement shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

11.4 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations of such nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If such period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 7 days' Written notice to the affected party.

11.5 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering into this agreement, it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent

misrepresentation based on any statement in this agreement.

11.6 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

11.7 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

11.8 Nothing in the agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

11.9 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11.10 Where the Customer provides personal information to the Company, the Customer confirms that: (i) it has obtained the permission of the relevant individuals to provide such personal information to the Company and (ii) the relevant individuals agree that the personal information can be used for the purposes set out in this agreement. If the relevant individuals withdraw this permission at any time, the Customer must inform the Company immediately.

11.11 The data controller of the personal information will be the Company. The Company may use the personal information:

- (a) to carry out its obligations under this agreement;
- (b) to contact the Customer (including by post, e-mail, phone, text or other forms of electronic communications) to provide information, products or services;
- (c) if the Company is under a duty to disclose the personal information for legal or regulatory reasons; or
- (d) as set out in our privacy policy which can be found on our website.

11.12 All personal information will be processed in accordance with applicable privacy laws.

11.13 If, during the course of the agreement, the Customer requires the Company to process personal data on the Customer's behalf as its processor, the following terms and conditions in this clause 11 shall apply.

11.14 The Company shall, in relation to any Personal Data processed in connection with the performance of its obligations under this agreement:

- a) process that Personal Data only on the written instructions of the Customer;
- b) process the Personal Data in accordance with all applicable Data Protection Laws and Regulations;
- c) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- e) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained
- f) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject;
- g) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- i) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

11.15 The Customer agrees that it has sole responsibility for and shall ensure that:

- a) it has the necessary rights to authorise the Company to process Personal Data in accordance with this agreement;
- b) it has provided adequate fair processing notices to, and obtained all necessary consents from all Data Subjects to enable the Company to process the Personal Data for the purposes of providing the Services and performing the Company's obligations and exercising its rights as set out in this agreement;
- c) it provides Personal Data that is adequate, readable, relevant, and limited to what is necessary for the lawful purposes for which they are processed; and
- d) the instructions provided to the Company shall not breach, and will not put either party in breach of, any applicable law.

We agree to the terms of business in this document.

**Signed on behalf of customer:**

**Position in company:**

**Date:**

## Installation Conditions

### **1: INTRODUCTION**

(a) These conditions apply only to Installation Contracts and are subject as is mentioned or referred to in the current Terms of Business of iTG Technologies Limited and the definitions and conditions thereof shall apply also to this Contract and the same are hereby incorporated herein as if the same were herein set out in extensor.

(b) Notwithstanding the above the following conditions are deemed to be additional to the Terms of Business (save where the context otherwise demands) provided that in the event of any inconsistency between the following conditions and the Standard Conditions the conditions herein shall prevail

### **2: PRICE OF SERVICES**

(a) Of the Contract Price 50% (Fifty per centum) of the price of any Goods supplied by the Company shall be payable in advance of the time at which the Goods shall arrive at the Customer's premises and the balance at the time at which the Installation is completed

(b) Out of pocket expenses and disbursements incurred by the Company shall be reimbursed to the Company and due and payable within seven days of demand

(c) Any amount not paid by the Customer on due dates shall bear interest at the rate of 2% (Two per centum) per month from the date it falls due until it is paid

(d) Any overtime or weekend work shall be carried out at the Customer's request only and in such instance premium time is chargeable in addition to the normal chargeable rates payable by the Customer

(e) Without prejudice to the generality of the foregoing the Customer shall pay and discharge on demand for any peripherals or unexpected or unforeseen costs where the same is found necessary in addition to normal charges

### **3: GENERAL**

(1) The Customer shall at his own expense:

(a) (i) have all preparatory work ready in accordance with the Company's current requirements including work by other trades and shall pay all reasonable charges for any extra journeys and/or work arising from the unreadiness of such preparatory work

(ii) be responsible for carrying out in a proper fashion any consequential work by other trades

(iii) indemnify the Company for any interruption caused by other trades in the progress of the work to be carried out by the Company

(iv) be responsible and accept liability for the proper protection from damage (by whatever cause) and theft of all materials supplied by the Company both before and after Installation

(b) obtain ten days in advance of the commencement of the Contract the Company's agreement in writing both to a firm commencement date and to a detailed written programme for the works. Failing such agreement or in the event of the Company being prevented by causes beyond its control from adhering to such commencement date or programme the Company will be absolved from all responsibility for the subsequent non availability of labour and/or materials for the works. No variation of such commencement date or programme will be recognised unless specifically agreed in writing by the Company

(2) Without prejudice to the above the Company shall not in any event be liable in damages in respect of alleged delays unless the Customer shall have given to the Company written notice specifying the alleged delay and its intention to claim and the Company shall not be remedying or refuting the same within fourteen days.

(3) The Customer:-

(i) accepts that the Company's liability for Installation defects if any is limited to those of its own workmanship which will be made good free of charge; and

(ii) acknowledge that no liability is accepted by the Company for hidden defects;

(iii) shall accept variation orders placed by his employees or agents and the Company's charges therefore;

(iv) shall provide a safe connection to a suitable electricity mains supply and provide adequate internet connections.

(4) The Customer shall except in the case of negligence by the Company and/or its employees, accept responsibility for and/or indemnify the Company and/or its employees and/or its subcontractors from and against any damage, loss, injury or claims suffered by the Company and/or its employees and/or its subcontractors out of:

(i) any accident howsoever occurring on site

(ii) all claims in respect of injury to persons

(iii) any loss or damage to property

(iv) any accidents detrimental to the user of premises whether of the Customer or any other person



(v) any cause whether directly or indirectly attributable to the Installation of the Company's products whether arising out of accident or negligence or any other cause

(5) Whilst the Goods are in transit up to and including the time of delivery or partial delivery the Customer shall not be responsible for any loss or damage to the Goods. The Company shall not be liable for such loss or damage occurring at the premises of the Customer

(6) For the purpose of clarification the date of Installation (completion of the Installation) shall be the day upon which the Goods or equipment or machinery is installed in the environment required by the Customer or in the event of the Customer not fulfilling his duties under this clause the date of such default of duty

#### **4: WARRANTIES AND LIABILITIES**

(a) the Company warrants that the items (here meaning the Goods or machinery or plant or equipment as the case may be) will be properly installed on the date of completion of Installation and undertake to such necessary adjustments repairs or replacements for a period of twenty one days from the date of Installation provided that:-

(i) free access is afforded by the Customer to the Company

(ii) such adjustments or replacements are not attributable to the neglect or misuse of the items by the Customer

(b) the Company does not warrant that the operation of the items will be uninterrupted or error free

(c) the Company will if the Customer requires, at extra cost, maintain service or repair the Goods for so long as parts are available in accordance with the Company's Maintenance Agreement a copy of which is available on request

#### **5: EXCLUSIONS**

The Company's warranties do not include:-

(a) repair of damage from the Customer's failure to continuously provide a suitable installation environment including (without prejudice to the generality of the foregoing) the failure to provide, or the failure of adequate electrical power air conditioning humidity control or other necessary requirements

(b) repair of damage caused by accident disaster including but not limited to, fire, flood, water, wind and lightening, transportation, neglect or misuse

(c) furnishing supplies or accessories or material therefore making specification changes or performing

services connected with relocation of the Goods or adding or removing accessories attachments or other devices

(d) electrical work external to the Goods or maintenance of attachments or other devices not supplied by the Company liability for damage consequent to the above is hereby excluded

We the undersigned agree to the Installation Terms and Conditions in this document.

**Signed on behalf of customer:**

**Position in company:**

**Date:**