

Conditions of Sale (B)

1. GENERAL

In these conditions Static Systems Group Limited is referred to as “the Seller” and the person to whom the equipment is sold or with whom a contract for the installation, testing, servicing or commissioning of equipment is made is called “the Purchaser”.

2. VALIDITY

Unless previously withdrawn by the Seller, the Seller’s quotation is open for acceptance for the period stated therein, or when no period is stated, within sixty days only after its date.

3. ACCEPTANCE

Subject to Clause 4 hereof, the Seller’s quotation is given on the basis that no contract will come into existence until the Seller despatches an order acknowledgement to the Purchaser.

4. CONTRACT TERMS

4.1 Unless other terms and conditions are expressly accepted by the Seller by means of a specific written amendment signed on behalf of the Seller, the contract will be on the terms and conditions set out below to the exclusion of any other terms and conditions whether the same are endorsed upon, delivered with or referred to in any purchase order or document delivered or sent by the Purchaser to the Seller. Any reference in these terms and conditions or on the face of any quotation or acknowledgement of order to the Purchaser’s order, specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect to the exclusion or amendment of these terms and conditions.

4.2 These Conditions of Sale shall apply notwithstanding any previous representation or warranty of whatsoever nature made by the Seller, its Directors, Employees or Agents.

4.3 Neither party shall be bound by any variation, waiver or addition to these conditions of sale unless agreed by both parties in writing.

5. LIMITS OF CONTRACT

The Seller’s quotation includes only such goods, accessories and work as are expressly specified therein.

6. PRICE

The quotation is NOT a fixed price quotation and the prices listed are based on the cost of labour and materials at the date of the quotation and the Seller reserves the right to include in the invoiced prices increases from the quotation date to the date of delivery to be calculated in accordance with the Seller’s formula based on Government published statistics and the BEAMA indices, a copy of which will be supplied to the Purchaser on request or such other formula as may be agreed in writing. Prices quoted are strictly nett unless otherwise agreed in writing.

7. VARIATIONS

If the Purchaser’s order, as accepted by the Seller, involves the Seller in employing materials or labour, in addition to those quoted for, or if the Purchaser varies its order and the Seller agrees during the progress of the work so that the Seller has to employ additional materials or labour, then the Seller shall be entitled to charge for such additional materials and/or labour. No variation in the specification or design of any goods or materials to be supplied by the Seller, which in the reasonable opinion of the Seller does not affect the suitability of such goods/equipment for the purpose for which they are supplied by the Seller, will constitute a breach of contract or impose upon the Seller any liability whatsoever.

8. VAT

Unless expressly stated otherwise, quotations exclude Value Added Tax which will be charged in the manner prescribed by law.

9. TERMS OF PAYMENT

9.1 Where a credit account has been agreed the final date for payment shall be the end of the month following the date of the Seller’s invoice. The Seller shall be entitled to deliver by instalments and unless expressly stated otherwise, to invoice for each instalment delivered and/or for progress payments for work carried out in relation to the contract. All credit terms of payment quoted are subject to approved references being received if required by the Seller.

9.2 The Purchaser shall pay the price on the dates specified in the contract. The Seller may render further invoices for goods, installation services, including test and commissioning as outlined in the agreement or any part thereof as appropriate.

9.3 If the Purchaser fails to make any payment due to the Seller by the final date for payment:

9.3.1 The Purchaser shall pay interest to (at the Bank of England base rate prevailing during the time that amount remains unpaid plus 8%.) the Seller on any overdue amount from time to time, to run from the final date for payment until receipt by the Seller of the full amount. Furthermore the parties agree that this rate constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

9.3.2 The entire balance outstanding on all invoices from the Seller to the Purchaser shall become payable in full to the Seller immediately without further demand, despite any provisions to the contrary and any invoice or otherwise; and

9.3.3 The Seller may, without prejudice to any other right or remedy available to it and after giving 7 days written notice of intention:

- (a) Delay or withhold or suspend deliberately, or cancel any or all orders and/or contracts,
- (b) Retain any amount already paid to it by the Purchaser, and/or

(c) Inspect, repossess and/or sell the equipment or any item at any time and the Purchaser shall permit the Seller's employees and/or agents to enter upon any or all of the purchases at the premises or vehicles for that purpose, with or without permission.

These rights shall continue after and despite the termination for any reason of any contract and without prejudice to any accrued rights of the Seller under such contract.

10. CREDIT REPORTS AND PAYMENT DEFAULT

10.1 If the Seller obtains an unsatisfactory credit report or at its absolute discretion decides that the Purchaser's credit worthiness is not satisfactory the Seller shall be entitled to delay the delivery until either a satisfactory credit report is obtained or the goods or services are paid for. If the Purchaser fails to pay any sum owing to the Seller when due the Seller without liability shall be entitled to postpone any delivery or cease work and withdraw labour from the site until such sums are paid or at the Seller's option cancel the contract but in each case without prejudice to any right or remedy which the Seller may have against the Purchaser in respect of such default. Notwithstanding any contract term allowing the Purchaser credit, payment shall become due and payable to the Seller immediately on termination of the contract.

10.2 If the Purchaser delays or requests a delay of 14 days or more in fulfilment of the contract by the Seller for whatever reason, or in any way defaults in its obligations to the Seller, or the Seller has reason to believe the Equipment is in jeopardy, or that the Purchaser is unable to pay for the Equipment and/or the services/installation, then the Seller may immediately and without prior notice;

10.2.1 Recover the Equipment;

10.2.2 Terminate the contract;

10.2.3 Claim and be entitled to payment in respect of the Equipment and all services already supplied or delivered under and in accordance with the Contract between the parties.

11. RETENTIONS AND DISCOUNTS

The Purchaser shall not be entitled to retain part of the contract price nor to a discount thereon unless the parties have so agreed in writing.

12. DELIVERY AND CANCELLATION

12.1 Cancellation or other determination or suspension of any order by the Purchaser for whatever cause and at whatever stage, can be made only with and will only take effect upon receipt of the Seller's prior written consent and on payment of all sums accrued to the Seller and under or pursuant to any one or more order placed by the Seller prior to the receipt by the Seller and notice of the intended cancellation, determination or suspension and on the Purchaser indemnifying the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses as may be notified to or incurred or to be incurred by the Seller as a result of the intended cancellation,

determination or suspension.

12.2 Delivery shall be made on the basis of an agreed programme which shall accommodate a full manufacturing process. Any variations must be agreed in writing.

12.3 In respect of Delivery of equipment in a "supply only" contract (where the Seller is not contracted to install or where the Seller is contracted to test and commission after installation by others) any delivery instruction given by the purchaser should be to a reasonable drop off point. Whereby the purchaser will collect the goods directly from our carrier. Our carrier will not be liable for movement of goods onsite from this point.

12.4 Goods will be consigned by our carrier, upon delivery the purchaser's authorised signatory should sign for goods and take custody from our carrier. Where the seller is also installing the equipment, the delivery notes will be signed by our installation engineer, in both cases delivery will be deemed to have taken place upon the time and date when the signature was obtained.

12.4.1 In the event of short shipment/partial loss or damage the purchaser must within 7 days of delivery notify the seller in writing of any such discrepancy to allow the seller to investigate. In the event of non delivery, the purchaser must provide written notice within 21 days of the notified despatch date.

12.4.2 If after written notification from the purchaser, the Seller fails to deliver the goods within a further 10 business days or does not provide a valid reasoning for the delay in delivery, the Seller will refund to the purchaser any monies which have already been paid under the Contract for the non delivered Goods. The Seller's sole liability for its failure to deliver the goods will be limited to the price paid by the purchaser in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the price of the goods.

12.5 If the Purchaser fails to take delivery of the Equipment or fails to give the Seller adequate delivery instructions at the time stated for delivery (other than by reason of any cause beyond the Purchaser's control or by reason of the Seller's fault), then, without prejudice to any other right or remedy available to the Seller, the Seller may;

12.5.1 Store the Equipment until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage;

12.5.2 Sell the Equipment at the best price readily obtainable.

12.5.3 Dispose of the Equipment after 30 days of the time stated for delivery and, after setting off the scrap value of material used to manufacture the equipment at the then current rate, charge the Purchaser for any shortfall below the price of the equipment due under the contract.

13. SUB-CONTRACTING

The Seller reserves the right to sub-contract any part of the work quoted for. The Seller will on request provide adequate notification to the Purchaser.

14. SPECIFICATIONS

14.1 The Seller shall be entitled to and does rely on (a) any particulars supplied to it of any site or building on or in which equipment is to be installed or placed by the Seller and (b) any specification, schedule, drawing or plan supplied or

delivered to the Seller by the Purchaser or its agent which relates to any equipment to be supplied or installed by the Seller. The Seller shall not be liable for any loss or damage suffered by the Purchaser which results from any defect, inaccuracy or omission in such particulars specification, schedule or plan and the Purchaser shall indemnify the Seller against all liability incurred by the Seller directly or indirectly resulting from such defect, inaccuracy or omission.

14.2 The Seller reserves the right to make changes in the product specification which do not detrimentally affect their quality or performance.

15. LIABILITY FOR DELAY

15.1 While the Seller will endeavour to meet the times of delivery and/or times of completion, any times will be on the basis of an agreed programme which shall accommodate a full manufacturing process. Any times quoted for delivery are estimates only and the seller shall not be liable for failure to deliver within the time quoted. Time of delivery shall not be of the essence.

15.2 The Seller will be entitled to an extension of time within which to carry out and complete the or any order placed by the Purchaser to cover the entire period of any delay caused by one or more of:

15.2.1 additional works instructed by the Purchaser after the placing of an order;

15.2.2 the Purchaser's instructions, other than by reason of the Seller's default;

15.2.3 the failure of the Purchaser to fulfil any of its obligations under these conditions.

15.3 In any event if any cause beyond the reasonable control of the Seller including, without limitation, global pandemic, by reason of any industrial dispute whether involving the workforce of the Seller or otherwise, the delivery of any plant or equipment or the completion of the works shall be delayed, the time estimated for completion shall be extended by such period as may be reasonable. Without prejudice to any other right of the Seller to claim damages, all damage expenses or loss of profits sustained or incurred by the Seller by reason of the Seller being prevented from or delayed in delivering any plant or equipment or proceeding with the works by the Purchaser or contractor employed by the Purchaser shall be added to the contract price.

16. PATENTS

The Purchaser warrants that any design or instruction furnished or given by him shall not be such as will cause the Seller to infringe any letters patent, registered design, trade mark or copyright in the performance of the contract.

17. RISK IN GOODS AND PASSING OF TITLE

17.1 The risk in the Equipment shall pass to the Purchaser at the time of delivery of the Equipment to that site. Where the seller is installing the equipment, the risk remains with the seller until the equipment has been incorporated into the fabric of the building, however in this instance the purchaser is responsible for providing safe and secure storage provision. Where secure storage is removed by the purchaser without notice to the seller, the seller does not accept any liability for loss of the goods stored.

17.2 The title in all equipment supplied by the Seller (including wiring where appropriate) shall pass to the Purchaser on payment and thereafter the same will be at the risk of the Purchaser who shall thereafter be responsible for all loss of or damage thereto. The Purchaser shall insure and keep insured until the same be taken over all plant and equipment delivered to the site and such works as may be on the site against all risks including without limitation, theft, fire, lighting, earthquake, flood and tempest for the full value thereof and shall whenever so required by the Seller produce to him evidence of compliance with the provisions of this Clause. All monies received under such policies shall be applied in or towards the cost to the Seller of replacement of the equipment and works destroyed or damaged and, for the avoidance of doubt in case the monies received under such policies shall not be sufficient for the replacement and repair of the plant equipment and works destroyed or damaged the Purchaser shall make good the deficiency out of his own monies.

17.3 Before title has passed to the Purchaser and without prejudice to any of its other rights, the Seller has the right to recover or resell the Equipment and by its servants or agents may enter upon the Purchaser's premises for that purpose.

17.4 Until title in the Equipment passes, the Purchaser shall:

17.4.1 Hold the Equipment as bailee for the Seller, take proper care of them and take all reasonable steps to prevent any damage to or **17.4.2** Store or keep the Equipment separate, so as to show clearly that they belong to the Seller.

17.4.3 Insure the Equipment with a reputable Insurer against all relevant risks for an amount that is not less than the price of such Equipment and shall, if required to do so by the Seller, prove to the Seller that the insurance has been effected.

17.4.4 If the Equipment is destroyed by an insured risk prior to title passing to the Purchaser, receive the proceeds of any such insurance as Trustees for Seller.

17.4.5 Not to sell or part with possession of the Equipment.

17.4.6 Keep the Equipment free from any mortgage, charge, lien, or other encumbrance.

17.4.7 Not remove, alter, obscure, or otherwise interfere with any identifying marks or labels placed on the Equipment or their packaging by the Seller.

17.5 Despite this condition 17, the Seller may:

Bring an action against the Purchaser for the price of the Equipment if the Purchaser fails to pay in full by the final date for payment, even though title in the Equipment has not passed to the Purchaser.

17.6 The purchaser's right to possession, use and resale of the Goods will terminate immediately if, before title passes to the purchaser, the Purchaser becomes Insolvent, the Seller gives written notice that it has any reasonable concerns regarding the financial standing of the purchaser, the purchaser fails to pay any sum due to the Supplier under the Contract on or before the due date, the contract expires or terminates for any reason.

18. INSTALLING TESTING COMMISSIONING

If any works (such as installing testing and commissioning equipment) are required to be done by the Seller then as soon as the works have been completed the Seller shall issue a certificate (hereinafter called "a Commissioning Certificate") in which he shall certify the date on which the works have been so completed and the Purchaser shall be deemed to have taken over the works so certified. Where the Seller is required to test and commission the equipment it shall be the responsibility of the Purchaser to notify the Seller in writing within a reasonable period prior to the date when he requires

the testing and commissioning to be carried out. If the Purchaser fails to notify the Seller within a reasonable time after delivery of the equipment of the date or dates required for testing and commissioning the Purchaser shall be deemed to have purported to cancel the contract for testing and commissioning and the Seller shall be entitled to make, and the Purchaser be required to pay, a cancellation charge of 30% of the contract price insofar as it relates to testing and commissioning, which the parties agree is a reasonable estimate of the loss likely to be suffered by the Seller in the event of such a cancellation.

19. GUARANTEE & EXCLUSION CLAUSES

19.1 (a) Where the Seller is not the manufacturer of the equipment or materials to be supplied under the contract, the Seller will use reasonable endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given by the manufacturer of such equipment or materials.

(b) In respect of equipment manufactured by the Seller in a "supply only" contract (where the Seller is not contracted to install or commission the equipment or where the Seller is contracted to test and commission the equipment but pursuant to the provisions of Clause 18 or otherwise, the Seller has not tested or commissioned the equipment), the Seller will free of charge within a period of 12 months from the date of supply repair or at its option replace any equipment which is proved to the reasonable satisfaction of the Seller to be defective in material or workmanship. Such equipment shall be returned to the Seller at the cost of the Purchaser.

(c) In respect of materials manufactured by the Seller where the Seller has commissioned the equipment, the Seller will free of charge within a period of 24 months from the date of "the Commissioning Certificate" visit the site at the request of the Purchaser to inspect any equipment or installation which the Purchaser claims is defective in material or workmanship or the installation of which has not been carried out with reasonable skill or care and the Seller will repair or at its option replace any equipment and/or remedy any fault in the installation proved to its reasonable satisfaction to have been defective in material or workmanship (in the case of equipment) or to result from the commissioning not having been carried out with reasonable skill and care (in the case of commissioning).

(d) The foregoing terms and conditions at paragraph 19.1 (b & c) comprise our warranty provision for current and fully supported equipment only.

Any equipment deemed to be partially supported or not supported will accrue a limited warranty period as detailed in our Warranties table. This can be found on our website at www.staticsystems.co.uk/support-warranties

(e) Any claim by the Purchaser which is based on an alleged defect in the quality or condition of the Equipment shall be notified to the Seller within seven days of the date of delivery. If the Purchaser does not notify the Seller accordingly, the Purchaser shall not be entitled to reject the Equipment and the Seller shall have no liability for such defect and the Purchaser shall be bound to pay the price in accordance with the terms of the contract.

(f) The Seller shall be under no liability with regards to the warranties given in this clause in respect of and which shall not apply to:

any defect arising from fair wear and tear, wilful damage, negligence and/or equipment that has been modified without the Seller's prior approval or which has been subject to unusual physical or electrical stress or on which the original identification mark has been removed or altered, and/or equipment requiring adjustment, repair or part replacement due to accident, misuse, failure of electrical power, air conditioning, humidity, or control.

Where any system is of an 'open protocol' type, the seller will not be liable for any modifications to the hardware or software (by anyone but the seller) after the point at which the original commissioned system was handed over to the purchaser, as denoted by the commissioning certificate.

(g) In the case of supply only the warranty services will be carried out at the Seller's premises and the Equipment shall be returned by the Purchaser at its own risk and expense to the Seller's premises or such service facility as may be nominated by the Seller.

(h) The foregoing terms and conditions at paragraph 19.1 (a-g inclusive) comprise the entire liability of the Seller to the Purchaser in respect of breach of Warranty and the Purchaser shall have no other remedy in respect thereof, whether in contract or tort or otherwise. Save as otherwise expressly provided in these Conditions, the Seller shall be under no liability whatsoever for any loss, damage, deterioration or delay to the Equipment at any time after the risk had passed to the Purchaser.

(i) The express terms of this clause 19 are in lieu of all warranties, conditions, terms, undertakings and obligations as may otherwise be

incorporated or implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

(j) Where appropriate the Seller or its representative or agent shall, immediately upon any notification of any alleged defect or damage, have first opportunity to inspect the Equipment and to satisfy itself that:

There has been no misuse, neglect of or accident to the Equipment after the passing of risk to the Purchaser giving rise to the alleged defect or damage; and

There is in fact a defect or damage caused as alleged; and

Any defective or damaged Equipment is to be promptly returned by the Purchaser at the Seller's option to the address designated by the Seller (carriage and insurance paid, such reasonable carriage expenses to be refunded by the Seller if it is established to be liable for the alleged defect or damage). If the defective or damaged Equipment has been installed it shall not, without the prior written approval of the Seller, be dismantled or removed by the Purchaser if such action will or is likely to damage or further damage the Equipment or adjacent works.

(k) In addition the Seller will have no obligation specifically pursuant to Clauses (a), (b) (c) and (d) above where, the equipment supplied has been altered in any way whatsoever or has been subjected to misuse or unauthorised repair; or

the equipment supplied has been improperly installed or connected (unless the Seller carried out such installation and connections the equipment); or

the Purchaser has failed to observe any maintenance requirements relating to the equipment supplied; or

the Purchaser has failed to notify the Seller of any defect or suspected defect as soon as reasonably practical after the same has come to the knowledge of the Purchaser; or

the Purchaser is in breach of this or any other contract made with the Seller.

Any equipment replaced will belong to the Seller. Any repaired or replacement equipment will be guaranteed on these terms for the unexpired portion of the original 12 month period. If the equipment and/or installation and/or commissioning (as the case may be) are not defective or if the Seller is under no obligation pursuant to the foregoing provisions of this clause to remedy such defects, the Seller shall be entitled to charge the Purchaser for the inspection of such equipment/installation and the Seller shall not be under any obligation to rectify or replace equipment or remedy installation defects except after giving a quotation for such work and receiving the Purchaser's acceptance of such quotation.

(l) Save as provided in clauses (a), (b), (c), (d) and (j) above, the Seller will not be liable for any personal injury, death, loss or damage of any kind whatsoever (other than death or personal injury resulting from the Seller's negligence) whether consequential or otherwise including but not limited to loss of profit save as provided in clauses (a), (b), (c), (d) and (j) above and the Seller hereby excludes all conditions, warranties and stipulations express or implied statutory customary or otherwise which but for such exclusion would or might subsist in favour of the Purchaser (including, without limitation, any condition that the equipment will be fit for the Purchaser's purpose) except that such exclusion will not apply to:

any implied condition that the Seller has or will have the right to sell the equipment when the property in it is to pass to the Purchaser; or where the Purchaser deals as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977), any implied term relating to the conformity of the equipment with its description or sample or as to its quality or fitness for a particular purpose, or to the Seller carrying out any related services with reasonable skill and care.

19.2 Unless otherwise agreed by the Seller in writing, if only certain of the Equipment is defective, the Purchaser shall accept the remainder of the Equipment and be liable to pay the agreed price reduced by the value of the defective Equipment.

19.3 The seller does not exclude or restrict liability for death or personal injury to the extent that the same arises from the negligence of the seller's employees, or domestic subcontractors. The seller accepts any direct physical damage to the purchaser's property during the period of the contract resulting from the negligence of the seller's employed staff or domestic subcontractors. Such total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall not exceed the contract sum or £50,000.00 whichever is the lower amount. The seller will not be liable for any indirect or consequential loss or damage or third party claims, economic loss, loss of profit, loss of business, Liquidated and ascertained damages are excluded and any such costs associated with this clause are to be fully documented and substantiated by the purchaser, to allow full review and agreement by the seller. The seller will not be liable for any costs due to the negligence of the purchaser, his employees, agents or subcontractors.

20. PROMOTIONAL MATERIAL

20.1 No drawings, descriptive matter, weights, dimensions or shipping specifications issued by the Seller or the manufacturer of the equipment, nor the descriptions and illustrations contained in the Seller's or manufacturers catalogues, price lists or other promotional material will form part of the contract nor be regarded as a warranty or representation relating to the equipment.

20.2 Any typographical, clerical or other error or omission in any sales literature, budgetary price list or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

21. RIGHT OF RE-SALE

If the Purchaser defaults in accepting delivery of or paying for the equipment, the Seller reserves the right to re-sell the equipment or part thereof to a third party without giving notice to the Purchaser of the Seller's intention to re-sell.

22. SET-OFF

The Purchaser will have no right of set-off, statutory or otherwise.

23. TERMINATION

23.1 The contract will terminate immediately upon the happening of any one or more of the following, namely that the Purchaser has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any act for the time being in force for the relief of insolvent debtors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof or resolution has been passed or a petition presented to any Court for the winding up of the Purchaser or for the granting of an administration order in respect of the Purchaser or any proceedings have been commenced relating to the insolvency or possible insolvency of the Purchaser.

23.2 The contract will terminate immediately upon the service of written notice of termination by the Seller on the Purchaser on the happening of any one or more of the following, namely that of the Purchaser has suffered or allowed any execution whether legal or equitable to be levied on the Seller's property or obtained against him/it or has failed to observe or perform any of its obligations under the contract or any other contract between the Seller and the Purchaser or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Purchaser has ceased to trade.

23.3 The termination of the contract howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination.

23.4 In addition the contract may be terminated:

23.4.1 By the Seller giving not less than 7 days prior written notice to the Purchaser, giving details of the default.

23.4.2 Immediately by the Seller if the Purchaser fails to pay any sum due under the conditions on any final date for payment.

23.5 Any termination of the contract pursuant to this clause shall be without prejudice to any rights or remedies either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this contract which is expressly or by implication intended to come into or continue in force on or after such termination.

24. GENERAL

24.1 Failure by the Seller to enforce any of the contract terms will not be construed as a waiver of any of its rights hereunder.

24.2 In relation to all obligations of the Purchaser under the contract, the time of performance is of the essence.

24.3 The legal construction of these clauses shall not be affected by their headings which are for convenience of reference only.

24.4 The illegality, invalidity or unenforceability of any of the contract terms will not affect the legality, validity or enforceability of the remainder.

24.5 The formation, interpretation and operation of the contract will be subject to English law and the Purchaser submits himself to the non-exclusive jurisdiction of the English Courts.

25. END OF LIFE PRODUCT DISPOSAL

Static Systems Group Limited cannot be responsible for the collection or disposal of waste product at the end of its service life.

26. ANTI BRIBERY & CORRUPTION

26.1 The seller is committed to conducting business in an ethical and honest manner, and is committed to implementing and enforcing systems that ensure bribery is prevented. The Seller has zero-tolerance for bribery and corrupt activities. We are committed to acting professionally, fairly, and with integrity in all business dealings and relationships, wherever in the country we operate.

26.2 The seller will constantly uphold all laws relating to anti-bribery and corruption in all the jurisdictions in which we operate. We are bound by the laws of the UK, including the Bribery Act 2010, in regards to our conduct both at home and abroad.

26.3 The Purchaser will:

26.3.1 Comply with all applicable laws, regulations codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:

(i) Local and national laws in the territories in which it operates.

(ii) The UK Bribery Act 2010.

(iii) The US Foreign Corrupt Practices Act 1977

(iv) The UN Convention Against Corruption

26.3.2 Comply with the Halma plc Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com).

26.3.3 Have in place its own policies and procedures to ensure compliance with this clause.

26.3.4 Ensure that all parties with which it is associated or who are providing goods or services in connection with this Contract or governed by its terms (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this clause.

26.3.5 Maintain complete and accurate records of all transactions and payments related to this Contract and, on reasonable request, disclose details of those transactions and payments to the Seller.

26.3.6 On reasonable request confirm in writing to the Seller that it has complied with the requirements of this clause and, if so requested, allow the Seller to verify this compliance by way of an audit of its records.

26.3.7 Immediately inform the Seller if it suspects or becomes aware of any breach of this clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

26.3.8 The Purchaser will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the seller against all costs, expenses and losses that the seller incurs or suffers as a result of any breach by the Purchaser of any of its obligations under this clause. This indemnity will not apply to any fine levied on the seller as a result of the seller's criminal liability.

26.3.9 If the Purchaser breaches this clause the Seller shall have the right to terminate this Contract without notice and with immediate effect and will be in no way liable to the Purchaser in respect of such termination for payment of damages or any other form of compensation.

27. ANTI SLAVERY

27.1 The seller recognises its responsibilities under the principles of the Modern Day Slavery Act and does not support or conduct business knowingly with any organisation involved in any act of slavery or human trafficking as defined in the Modern Day Slavery Act 2015.

28. RETURNS

28.1 If at any time any surplus equipment is identified by the purchaser, such equipment may be returned to the Seller (after a RMA number has been obtained from the seller) at the cost of the Purchaser for inspection. All goods should be returned with full substantiating documentation (detailing the RMA number) to the seller's goods inwards department. At the discretion of the seller any standard, unused (within its original protective packaging) equipment, may be refunded less a handling charge. Any specially manufactured / purchased (not of SSG Standard parts list) equipment is non refundable.

29. GDPR

29.1 Due to the introduction of the General Data Protection Regulation (GDPR) EU 2016/679, the data protection legislation, both the seller and the purchaser are to adhere to the content of the directive in relation to their respective obligations of such legislation.

29.2 In performing its obligations under the contract the seller may process personal data. The parties acknowledge that for the purposes of the Data Protection legislation, the Purchaser is the 'Controller' and the seller is the 'processor'.

29.3 The seller will only process personal data in accordance with the written instructions of the purchaser, where processing of personal data is a requirement of the services.

29.4 (a) It is acknowledged by both parties that the contact details of relevant operatives operating the contract (i.e. email addresses, telephone numbers, site/office addresses) can be utilised and processed in relation to the contractual obligations freely and do not require additional consent of the respective individual or the recording of such use.

(b) Use of the contract operatives contact details will be retained and used during the period of contract and any relevant defects period (including latent defects period) and indefinitely afterwards.

29.5 The seller will provide the purchaser all reasonable assistance in relation to the obligations of the purchaser in their duties as data controller.

29.6 The purchaser hereby warrants that it is the owner or has in place the relevant authorisations/licences for all data which it provides to the seller under this contract.

29.7 The seller will notify the purchaser without undue delay on becoming aware of a relevant personal data breach or infringement of the Data Protection Legislation.

29.8 The seller will take such measures to ensure the security of such data whilst being processed.

29.9 The seller will provide the purchaser all reasonable assistance in relation to the rights of Data subjects under chapter iii of the regulations.

30. INTELLECTUAL PROPERTY RIGHTS

30.1 All patent, design, trademark, service mark, copyrights and other industrial or intellectual property rights of the seller of whatever nature in respect of the goods, any of their constituent parts, their packaging or other material supplied with the goods shall remain the absolute property of and vested in the seller.

30.2 The seller warrants and undertakes to the purchaser that either it owns or is entitled to use and will continue to own or be entitled to use all intellectual property rights used in the development and provision of the goods & other material and/or necessary to give effect to the services and/or to use any deliverables, matter or any other output supplied to the purchaser as part of the contract.

The seller hereby grants to the purchaser, for the life of the use by the purchaser of any deliverables, material or any other output supplied to the purchaser in any format as part of the contract, an irrevocable, royalty-free, non-exclusive licence to use, but not to modify, adapt, decompile or disassemble such items in the course of the purchasers normal business operations. For the avoidance of doubt, the purchaser shall have no rights to commercially exploit any deliverables, matter or any other output supplied to the purchaser in any format as part of the contract.

30.3 The purchaser shall indemnify and keep indemnified the seller against any and all loss, damage, claims costs and expenses whatsoever suffered or incurred by the seller in connection with any infringement of any patent, design, trademark, service mark, copyright or other industrial or intellectual property right of any other person in connection with the purchasers use or application in relation to the goods or possession of any material or information or instruction supplied by the seller in relation to the contract.

30.4 Where the seller is supplying an annual renewable Software Licence for any of the deliverables, clause 30.2 is amended as follows:

30.4.1 ‘for the life of the use’ is deemed to be deleted and replaced with ‘for the term of the licence, for which is chargeable’.

30.4.2 ‘an irrevocable, royalty free’ is deemed to be deleted. If payment is not received and/or the annual term has expired, any access to such software will be revoked.

31. DISPUTE RESOLUTION

31.1 The purchaser and the seller shall follow the process set out in this clause for the settlement of disputes.

31.1.1 If either party is dissatisfied with an action, a failure to take action or any other matter he shall notify his dissatisfaction in writing to the other party no later than 4 weeks after the party became aware of the action, or aware that action had not been taken.

31.1.2 Within two weeks of any notification of dissatisfaction the parties shall attend a project level meeting to seek to resolve the matter.

31.1.3 If the matter cannot be resolved at project level then within a further two weeks the parties shall attend a director level meeting to discuss and seek to resolve the matter.

31.1.4 If the matter cannot be resolved at director level either party may then give written notice to the other party of the failure to resolve the matter under this clause 31.1 and their intention to resolve the matter in accordance with clause 31.2, 31.3.

31.2 If it is agreed to refer a dispute or difference at any time to adjudication this shall be in accordance with the Statutory Scheme for

Construction Contracts in force at the date of referral.

31.2.1 The parties may agree the identity of the adjudicator.

31.2.2 Where an adjudicator is not agreed within 2 days of the notice being given, the referring party shall immediately apply to the Chartered Institute of Arbitrators for the nomination of an adjudicator, which nomination shall be communicated to the parties within 5 days of receipt of the application.

31.2.3 Within 7 days of the notice the referring party shall refer the dispute to the adjudicator. The adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred. The adjudicator may extend the period of 28 days by up to 14 days, with the consent of the party by whom the dispute was referred.

31.2.4 The adjudicator shall act impartially. The adjudicator may take the initiative in ascertaining the facts and the law. The decision of the adjudicator is binding until the dispute is finally determined by legal proceedings, by arbitration (if the contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement.

31.3 If it is agreed that the dispute is to be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should

the parties fail to agree within fourteen days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator. Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2014 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

32 NON ASSIGNMENT OF CONTRACT

32.1 The Purchaser shall not assign or transfer or purport to assign or transfer the Contract or the benefit thereof to any other person.

32.2 The seller may assign or subcontract elements of the services to be provided under the contract to franchise labour to undertake onsite wiring and connection (installation) works however all liability, insurance and contractual responsibility remains with the seller. The sellers site installation labour is not directly employed, which is a common practice in this industry, however they will conduct any works as directed by the seller.

33 LIMITATION PERIOD

33. No action or proceedings may be brought or commenced under or in connection with this contract, whether in contract, tort, law, at any time after (a) the date which is 6 years after the practical completion (confirmed by a copy of a signed commissioning certificate) of the services ordered or; (b) where such services do not require a commissioning certificate, the date which is 6 years from the date that the seller last performed services in relation supply, installation of equipment, (excluding any making good defects). Any claims shall be capped at the total value of the order in which the claim is relevant to and shall exclude loss of profit, loss of business, loss of overhead and profit, economical loss, indirect or consequential loss.