

Static Systems Group Limited

TERMS AND CONDITIONS (A)

1. GENERAL

In these conditions Static Systems Group Limited is referred to as “the Seller” and the person to whom a contract for the preventative maintenance and or reactive servicing 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Unless previously withdrawn by the Seller, the Seller’s quotation is open for acceptance for the period stated therein, or when no period is stated, within sixty days only after its date.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

3.1 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.

3.2 For renewals, upon despatch of an order acknowledgement by the seller, the contract period will be back dated to the previous year’s expiry date.

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

6.1 The charges detailed in the Seller’s quotation relate to the 1st year only unless expressly detailed otherwise. The price will be fixed for a period of 12 months following date of acceptance of the Purchaser’s order. Should a multiple year contract be taken out these additional charges will increase year on year in line with the percentage increase detailed for the appropriate number of years the contract is taken out.

6.2 For renewals, prices will be fixed for 12 months, commencing from the anniversary date of the contract.

6.3 Additional Costs:

6.3.1 It is possible to upgrade a reactive call out request to ‘8 hour rapid response’ at an additional cost, subject to the availability of engineers.

6.3.2 Related charges such as car parking and congestion charges will be levied on reactive visits only.

6.3.3 Fault resolution will be on a best endeavours basis and cannot be guaranteed where spare parts are identified as being required and not available to the attending engineer. Where a service call is not resolved on the first visit, any subsequent visits made specifically for this service call will be charged for.

6.3.4 Spare parts purchased will attract a delivery charge unless this is over a minimum order value

7. VAT

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

8. TERMS OF PAYMENT

8.1 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.

8.2 a) The first payment is due on the date of commencement of the service and maintenance agreement.

b) The Purchaser shall pay Static Systems Group (the Seller) six monthly in advance.

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

8.3.1 The Purchaser shall pay interest to 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 interest will be calculated at 8% plus the Bank of England base rate.

8.3.2 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

8.3.3 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

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.

9. CREDIT REPORTS AND PAYMENT DEFAULT

9.1 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 services until either a satisfactory credit report is obtained or the services are paid for (Proforma). If the Purchaser fails to pay any sum owing to the Seller when due the Seller without liability shall be entitled to 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.

9.2 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 Purchaser is unable to pay for the services, then the Seller may immediately and without prior notice;

9.2.1 Terminate the contract.

9.2.2 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.

10. 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.

11. CANCELLATION

11.1 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,

11.2 Early Cancellation (for contracts that are 12 months or less), should the contract be cancelled early before the end of the contract period, a penalty charge will become payable.

- a) Where Gold (all inclusive) Service contracts are applicable, the full contract sum shall be payable for that year.
- b) If Static Systems has not carried out a service visit in the contract period, a 30% penalty charge of the contract value shall apply.
- c) If Static Systems has carried out a service visit in that current contract period, the full contract sum shall be payable for that year.

Any sums that have been paid to date against the maintenance contract will be set off against the penalty charge debt and an invoice (or credit note) for the balance shall be made.

11.3 Early Cancellation (for multiple year contracts), should the contract be cancelled early before the end of the x year period, a penalty charge will become payable, for the remaining years at a 30% penalty charge in addition to the cancellation charges of 11.2

Any sums that have been paid to date against the current maintenance year will be set off against the penalty charge debt and an invoice (or credit note) for the balance shall be made.

12. SUB-CONTRACTING

12.1 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.

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

13. SPECIFICATIONS

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 services are to be provided 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 services to be supplied 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. OBLIGATIONS OF THE PURCHASER

The Purchaser shall afford to the Seller at all times, reasonable access and facilities for the Seller's engineers to service the equipment, such work to be carried out during normal working hours. Where reasonable access is not afforded this may result in a non-compliance of maintenance works to the relevant standards to which the Seller will not be liable.

15. OBLIGATIONS OF THE SELLER

15.1 The Seller shall not under the terms of this agreement:

- a) Include the removal of the equipment or part thereof from one position to another.
- b) Be responsible for repairing damage caused by others, be it deliberate or accidental.

16. MAINTENANCE/SERVICE WORKS

16.1 The parties will at the commencement of the contract agree the dates for the relevant preventative maintenance visits. The seller will endeavour to meet the dates set, however in unforeseen circumstances where the pre-arranged date cannot be met the seller will inform the purchaser of the delay and a new date will be arranged. The seller does not accept any liability/costs for such delay due to unforeseen circumstances.

16.2 As soon as a visit has been completed the Seller shall issue a certificate or report in which they shall certify the date on which the works have been so completed and the Purchaser shall be deemed to have accepted the works so certified. Remedial works may be recommended at this point. The Purchaser will be responsible for instructing a quotation and ordering this work.

17. EXCLUSION CLAUSES

17.1 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 economic loss, loss of business, 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. 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. 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.

17.2 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 commencement /completion of the services shall be delayed, the time estimated for commencement/completion shall be extended by such period as may be reasonable.

18. TERMINATION

18.1 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.

18.2 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.

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

18.4 In addition, the contract may be terminated:

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

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

18.5 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.

19. GENERAL

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

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

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

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

19.5 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.

20. ANTI BRIBERY & CORRUPTION

20.1 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.

20.2 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.

20.3 The Purchaser will:

20.3.1 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

20.3.2 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).

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

20.3.4 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.

20.3.5 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.

20.3.6 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.

20.3.7 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.

20.3.8 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.

20.3.9 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

21. ANTI SLAVERY

21.1 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.

22. GDPR

22.1 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.

22.2 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'.

22.3 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.

22.4 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 indefinitely thereafter.

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

22.6 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.

22.7 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.

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

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

23. INTELLECTUAL PROPERTY RIGHTS

23.1 All patent, design, trademark, service mark, copyrights and other industrial or intellectual property rights of the seller of whatever nature in respect of the services shall remain the absolute property of and vested in the Seller.

23.2 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 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 purchaser's 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.

23.3 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 purchaser's use or application in relation to any material or information or instruction supplied by the seller in relation to the contract.

24. DISPUTE RESOLUTION

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

24.1.1 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.

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

24.1.3 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.

24.1.4 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 24.1 and their intention to resolve the matter in accordance with clause 24.2, 24.3.

24.2 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.

24.2.1 The parties may agree the identity of the adjudicator.

24.2.2 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.

24.2.3 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.

24.2.4 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.

24.3 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.