

Obsequio Group

Terms and Conditions for the Supply of Goods and Services

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.9.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Contract Year: a period of twelve months starting on the Commencement Date save that in the event of termination or expiry, whichever is earlier, the last "Contract Year" shall be the shorter period commencing on the anniversary of the Commencement Date occurring immediately prior to the date of termination or expiry (as applicable) to the date on which termination or expiry (as applicable) takes effect.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Data Protection Legislation: means:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- (b) to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of actions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority including imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident or interruption, non-performance by suppliers or subcontractors or failure of utility service.

Goods: the goods (or any part of them) set out in the Order.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company; and **Group Company** shall be interpreted accordingly.

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

Losses: all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses).

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

System Design Proposal: the description or specification for the Goods and/or Services, including any relevant plans or drawings that is agreed in writing by the Supplier and the Customer.

Supplier: the member of the Obsequio Group who supplies the Goods and/or Services detailed in its quotation.

Supplier Materials: has the meaning given in clause 8.1(h).

Supplier Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any sub-contractors who are engaged in the supply of the Goods or Services from time to time.

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

Warranty Period: means:

- (a) in respect of any manufacturer warranty, the period specified in the System Design Proposal in relation to the applicable Goods; and
- (b) in the absence of a manufacturer warranty, in respect of parts or materials supplied by the Supplier as part of the Goods, a period of one year from delivery.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- (d) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (e) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as

illustrative and shall not limit the sense of the words preceding those terms.

- (f) A reference to **writing** or **written** excludes fax but not email.

1.3 If and to the extent that there is any conflict between the documents making up the Contract, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Order;
- (b) the Goods and/or Service Specification; and
- (c) these Conditions.

2 Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Contract (excluding the System Design Proposal) or on the Supplier's website are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract 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.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.8 Once the Contract has been formed, no Contract may be cancelled by the Customer except if agreed in writing by the Supplier which shall be entirely at the Supplier's discretion. The Customer shall indemnify the Supplier in full against any Losses incurred by the Supplier as a result of such cancellation (including but not limited to the cost of all labour and materials used and including but not limited to the cost of cancellation of any third party orders placed by the Supplier in order to fulfil the Contract).

2.9 The Customer may only request a change to a Contract in writing and the Supplier is under no obligation to accept such change request which may

be agreed to subject to such additional terms and conditions as the Supplier deems relevant.

- 2.10 The Customer confirms and acknowledges that it is not a consumer and that it enters into each Contract as a business.

3 Goods

- 3.1 The Goods are described in the Order and on the Website or as modified by any applicable System Design Proposal.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a System Design Proposal supplied by the Customer, the Customer shall indemnify the Supplier against all Losses suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the System Design Proposal. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the System Design Proposal if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4 Delivery of Goods

- 4.1 The Supplier shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.6 If the Customer fails to accept delivery of the Goods when the Supplier tenders them for delivery at the Delivery Location, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed when the Supplier first attempted delivery of such Goods; and
- (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 4.7 If 10 Business Days after the day on which the Supplier first attempted to deliver the Goods the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality of Goods

- 5.1 The Supplier warrants that on delivery, and for the Warranty Period, the Goods shall comply with the manufacturer's warranty detailed in the System Design Proposal. Where no manufacturer's warranty is detailed in the System Design Proposal the Supplier warrants that on delivery and for the Warranty Period any parts or materials it supplies as part of the Goods shall:

- (a) conform in all material respects with their description and any applicable System Design Proposal;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Supplier, (the **Warranty**).

- 5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a

reasonable time of discovery that some or all of the Goods do not comply with the Warranty;

- (b) the Supplier is given a reasonable opportunity to examine such Goods and investigate the cause of the alleged non-compliance with the Warranty; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. If the Supplier must remove the defective Goods for a period of time in order to repair or replace them, and such Goods are fundamental to the management and security of the Customer's property, the Supplier shall procure the supply and installation of temporary replacement equipment prior to the removal of the defective Goods. Risk in such temporary replacement equipment shall pass to the Customer upon installation but title shall at all times remain with the Supplier. Any temporary replacement equipment is provided "as is".

5.3 The Supplier shall not be liable for the Goods' failure to comply with the Warranty if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer has failed to store, install, commission, use, service or maintain the Goods in accordance with: (a) any recommended guidelines set out by applicable law, regulations or codes of practice; and (b) the Supplier's oral or written instructions; or (c) in the absence of such guidelines and/or instructions from the Supplier, good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer whether as part of the System Design Proposal or otherwise;
- (d) the Customer (or its third party provider) alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect relates to any consumables that form part of the Goods including manual call point glasses or elements, batteries and printer rolls;
- (f) the defect arises as a result of fair wear and tear, wilful damage, vandalism, negligence, or abnormal working conditions; or
- (g) the Goods differ from the System Design Proposal as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Where the Supplier determines that the Goods' failure to comply with the Warranty is a result of any of the circumstances set out in clause 5.3, the Supplier may charge the Customer at its then current charge-out rates for the time incurred

responding to such claim (including any site visits) and for the cost of any replacement items at its then current equipment list price.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 Title and risk

6.1 Subject to clause 7.3, the risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Goods passes to the Customer, the Supplier may:

- (a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product

and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7 Supply of Services

7.1 General

- (a) The Supplier shall:
 - (i) supply the Services to the Customer in accordance with the System Design Proposal in all material respects;
 - (ii) use reasonable endeavours to meet any lead times for performance of the Services specified in the System Design Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services;
 - (iii) provide any information reasonably required by the Customer to facilitate the completion of security and/or clearance checks in respect of any Supplier Personnel who will have access to the Customer's premises for the purpose of performing the Services;
 - (iv) procure that the Supplier Personnel performing the Services:
 - (a) take such measures as would be reasonably expected of a responsible supplier to safeguard any security passes, keys or codes which may be provided to facilitate the Supplier's access to the Customer's premises;
 - (b) use appropriate personal protective equipment as may be required by applicable legislation or to reasonably protect against any risks inherent to the Services being provided or to the Customer's premises notified to the Supplier before they attend the premises;
 - (c) complete any site inductions reasonably required by the Customer before commencing the supply of the Services on the Customer's premises; and
 - (d) comply with any instructions given by the Customer's site supervisor from time to time in connection with the performance of the Services on the Customer's premises; and
 - (v) complete a Risk Assessment Method Statement (RAMs) for all works undertaken in connection with the supply of the Services.
- (b) The Supplier reserves the right to amend the System Design Proposal if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the

Services, and the Supplier shall notify the Customer in any such event.

7.2 Warranty

- (a) The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill and in accordance with the System Design Proposal.
- (b) If:
 - (i) the Customer gives notice in writing to the Supplier during the period specified in the System Design Proposal in relation to such Services or, in the absence of any such period, one year from the date of performance of the Services, that the Services have not been performed in accordance with the warranties at clause 7.2; and
 - (ii) the Supplier is given a reasonable opportunity to examine such Services and investigate the cause of the alleged non-compliance with the warranties;
the Customer's sole remedy shall be the re-performance of the affected Services or, at the Supplier's option the repayment of any charges paid to the Supplier in respect of the affected Services within a reasonable time from notification by the Customer of the alleged failure that constitutes such breach.
- (c) These Conditions shall apply to any substituted or remedial Services supplied by the Supplier.

7.3 Installation

Where the System Design Proposal includes the supply of installation services the following additional terms and conditions shall apply to the provision of such Services:

- (a) the scope of the installation Services, the details of the system being installed and the period in which the Supplier shall aim to perform the installation Services shall be as set out in the System Design Proposal. Unless expressly stated otherwise in the System Design Proposal, the installation Services will not include any 230-volt supplies or substantive building works (including specialist drilling, plastering, wall chasing or restorative works) to the Customer's premises required before or after completion of the installation Services;
- (b) the Customer is responsible for specifying the level of protection required within its premises, having consulted with local regulatory authorities, building insurers and other interested parties (**Interested Parties**). While the Supplier may make recommendations to the Customer regarding the system requirements, the Customer is solely responsible for satisfying itself that the system proposed is adequate and will meet the

Customer's needs having consulted with Interested Parties;

- (c) where the Supplier provides installation Services where the audibility of a system is integral to the system's function, the Supplier cannot guarantee audibility levels of the system. On completion of installation of the system, the Supplier will carry out an audibility test. In the event that additional sounders are required the Supplier will provide the Customer with details of the additional costs to supply and fit such sounders (the provision of which will be subject to these terms and conditions);
- (d) the installation Services shall be deemed completed and the system being installed will be formally handed over to the Customer on the date of completion of commissioning of such system. The system shall be deemed fully commissioned when the Supplier has confirmed that it is functioning in accordance with the System Design Proposal and when cause and effects programming has been completed;
- (e) the Supplier will, as part of the installation Services, provide to the Customer basic training on the use of the system;
- (f) subject to the Customer paying any outstanding invoices in respect of the Goods or Services supplied under an Order, the Supplier will issue all necessary certifications and manuals relating to the system on completion of the installation Services; and
- (g) risk in the system shall pass to the Customer on completion of the installation Services.

7.4 Commissioning

Where the System Design Proposal includes the supply of commissioning services the following additional terms and conditions shall apply to the provision of such Services:

- (a) the scope of the commissioning Services, the details of the system being commissioned and the period in which the Supplier shall aim to perform the commissioning Services shall be as set out in the System Design Proposal;
- (b) the commissioning Services will be deemed completed on the date that the Supplier either confirms the system: (a) is functioning in accordance with the System Design Proposal and any cause and effects programming required has been satisfactorily completed; or (b) has not been installed correctly and cannot be commissioned;
- (c) unless otherwise stated in the Systems Design Proposal, the Customer is responsible for procuring the installation of the system and ensuring that such installation has been completed correctly. The Customer acknowledges that the Supplier shall not be liable for any inability to commission the system or otherwise perform the

commissioning Services which arises from the incorrect installation of the system;

- (d) where the Supplier is unable to commission the system due to incorrect installation, it shall provide the Customer with details of any identified installation failures and the steps that need to be taken to rectify these problems in order to enable the system to be commissioned;
- (e) the Customer is solely responsible for satisfying itself that the commissioned system is adequate and will meet the Customer's needs having consulted with local regulatory authorities, building insurers and other interested parties;
- (f) save where the Supplier is providing installation services, the system shall at all times be at the risk of the Customer (or its applicable equipment provider) during the supply of the commissioning Services.

7.5 Maintenance

Where the System Design Proposal includes the supply of maintenance services the following additional terms and conditions shall apply to the provision of such Services:

- (a) the scope of the maintenance Services, the details of the system being maintained, the frequency of the service visits per year and the period for which the maintenance Service shall be provided shall be as set out in the System Design Proposal;
- (b) subject to the Customer paying any outstanding invoices for the maintenance Services, the Supplier will issue a certificate of inspection on completion of a service visit, giving details of any faults or recommendations. Each certificate will comply with the current requirements of any applicable law, regulations or codes of practice;
- (c) unless stated otherwise in the System Design Proposal, the charges for the maintenance Services shall be payable annually in advance;
- (d) the Customer agrees that the Supplier's decision as to the method of repair or adjustment to address any issue identified during the maintenance Services shall be final;
- (e) the Customer may request maintenance Services during Normal Business Hours by contacting the Supplier using the methods set out in the System Design Proposal;
- (f) the Supplier shall respond to each request for maintenance Services as set out, or otherwise referred to in the System Design Proposal.

8 Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the System Design Proposal are complete and accurate;

- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier and the Supplier Personnel, with access to the Customer's premises, office accommodation, other facilities and equipment (including any ladders, scaffolding or other access equipment) as reasonably required by the Supplier to provide the Services. Where security passes, keys or codes are required to facilitate such access, the Customer shall provide these to the Supplier before the Supplier Personnel attend the premises to perform the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services and ensure a safe working environment for the Supplier Personnel;
- (f) obtain and maintain all necessary licences, approvals, permissions and consents (including building regulations approvals) which may be required for the Services before the date on which the Services are to start and provide the Supplier with full details of the terms of and any restrictions which apply under such licences, approvals, permissions and consents;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (i) comply with any additional obligations as set out in the System Design Proposal;
- (j) notify the Supplier if asbestos or reinforced autoclaved aerated concrete is present at the Customer's premises and provide to the Supplier a copy of any associated reports before the Supplier attends the premises or otherwise commences the Services; and
- (k) provide the Supplier with details of any other unusual attributes, considerations or special instructions in respect of the nature, structure or operation of the Customer's premises which could impact upon the supply of the Goods and/or Services.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the

Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any Losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default including any costs associated with an abortive site visit.

9 Charges and payment

9.1 The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order;
- (b) the Supplier's daily fee rates for each individual person are calculated on the basis of a six-hour day during Normal Business Hours worked on Business Days with an overtime rate payable in respect of any additional time worked by individuals engaged on the Services outside of Normal Business Hours;
- (c) the Supplier shall be entitled to charge the Customer for any parts, materials and specialist equipment in accordance with the rates set out in the Order; and
- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index; and
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the System Design Proposal; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.4 The Supplier shall invoice the Customer for the Goods and Services with the frequency specified in the Order or, if no intervals for invoicing are specified upon acceptance of the Order.
- 9.5 In respect of Services, the Supplier shall invoice the Customer, in advance for the Services with the frequency set out in the Order and, if the Order does not so specify the frequency, monthly in advance.
- 9.6 The Customer shall pay each invoice submitted by the Supplier:
- (a) in accordance with the payment terms set out in the Order or, if no payment terms are specified, within 30 days of the date of the invoice ; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 - (c) time for payment shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- ## 10 Intellectual property rights
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.
- 10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- ## 11 Data protection
- 11.1 For the purposes of this clause 11, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 11.4 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 11.5 Without prejudice to the generality of clause 11.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by law to otherwise process that Personal Data.

Where the Supplier is relying on law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the law unless the law prohibits the Supplier from so notifying the Customer;

- (b) ensure that it has in place technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11.6 The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.

11.7 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

12 Confidentiality

12.1 Each party undertakes that it shall not at any time during or after the term of the Contract disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any Group Company of the other party belongs, except as permitted by clause 12.3.

12.2 Clause 12.1 shall not apply to the extent that such information:

- (a) was in the possession of the party making the disclosure, without an obligation of confidentiality, prior to its disclosure under the Contract;
- (b) is already in, or comes into, the public domain otherwise than through a breach of the Contract by the receiving party;
- (c) was independently developed without access to the other party's confidential information; or
- (d) is required to be disclosed by law, a court of competent jurisdiction or any other governmental or regulatory authority, subject to the party that is required to make such disclosure providing prior written notification to the other party of such requirement (except to the extent that such disclosing party is prohibited from doing so by law or order of a court of competent jurisdiction).

12.3 Each party may disclose the confidential information that is received from the other party to its own employees, workers, consultants, agents or subcontractors and, in the case of the Supplier, any Group Companies and the employees, workers, consultants, agents or subcontractors of such Group Companies, employed or engaged in connection with the provision or receipt of Services under the Contract and the party in receipt of the confidential information shall be responsible for ensuring that the parties it discloses such confidential information to shall treat the confidential information in accordance with the terms of this clause 12.

12.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13 Limitation of liability

- 13.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 13.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.5 Subject to clause 13.3 and clause 13.4, the Supplier's total liability to the Customer shall not exceed 100% of the total charges paid or payable by the Customer to the Supplier in the 12 months preceding the claim.
- 13.6 Subject to clause 13.3 and clause 13.4, the Supplier shall not be liable to the Customer for the following types of losses:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 13.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.8 This clause 13 shall survive termination of the Contract.

14 Termination

- 14.1 The Contract shall automatically terminate upon completion of the delivery of the Goods and/or the Services as set out in the relevant Order.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with

immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and fails to remedy such non-payment within a period of 7 days after being notified in writing to do so; or
 - (b) there is a change of Control of the Customer.
- 14.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment or the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 14.2(b) to clause 14.2(d).

15 Consequences of termination

- 15.1 On termination of the Contract:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
 - (b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the

Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16 Force majeure

16.1 If a Party (an Affected Party) is prevented from performing any of its obligations under the Contract by a Force Majeure Event, the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations provided that the Affected Party promptly notifies the other of the cause and likely duration of the breach, delay or failure, uses all reasonable endeavours to remove or avoid the effects of the Force Majeure Event and resumes performance of its obligations under the Contract without delay when the Force Majeure Event ceases to have effect. The time for performance of such obligations shall be extended accordingly.

16.2 If the period of delay or non-performance continues for 30 days, the other Party to the Contract that is not the Affected Party may terminate the Contract by giving fourteen days' written notice to the Affected Party.

17 General

17.1 Assignment and other dealings

- (a) Subject to the remainder of this clause 17.1 neither party shall assign, mortgage, charge, subcontract, delegate, declare a trust over, novate, transfer or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- (b) The Supplier may assign or subcontract any or all of its rights and obligations under the Contract to Group Company.
- (c) The Supplier may grant security over, or assign by way of security, any or all of its rights under the Contract for the purpose of, or in connection with, the financing (whether in whole or in part) by the Supplier of any of its working capital or other requirements. On the enforcement of any security of a kind referred to in this clause 17.1(c), any administrative receiver of the Supplier or any person having the benefit of such security may assign any or

all of the relevant rights to any person, but the Customer's liability to any assignee in respect of those rights shall not be greater than if no assignment had taken place.

- (d) The Supplier may, on prior written notice to the Customer, assign its rights under the Contract to any person to whom it transfers its business or to any Group Company, provided that the assignee undertakes in writing to be bound by the Supplier's obligations under this Contract.

17.2 Equality

- (a) The Supplier requires all third parties (including customers, suppliers, subcontractors), and anyone under their control to adhere to the Worker Protection (Amendment of Equality Act 2010) Act 2023 (the **Act**).
- (b) Where the Supplier receives a complaint or concern regarding alleged sexual harassment of an employee of Supplier by any third-party customer or client, the third party is required to fully investigate such allegation in accordance with the Act's requirements.
- (c) All clients or customers of the Supplier must proactively engage with the Supplier's internal processes concerning "the Act", fully cooperate to expediate any necessary investigations and take any appropriate actions as required within their own organisation should such a complaint be founded.
- (d) This term will survive the termination of the Contract.

17.3 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: commercial@obsequio.co.uk.

Customer: the address specified in the System Design Proposal.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

- (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.5 **Waiver**
- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.7 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.8 **Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 17.9 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.