CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions and rules of interpretation shall apply:

'Acceptance' means the Client's acceptance of the Quotation, whether in the form of a purchase order or other form of instruction/acceptance by the Client.

'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

'Client' means the person firm or company to which the Quotation is addressed.

'Client Materials' means the information, materials, documents, site plans and content provided to the Contractor by the Client from time to time in order to enable the Contractor to carry out the relevant Works.

'Commencement Date' means the earlier of the date of receipt of the Acceptance by the Contractor or the date on which the Client does any act consistent with accepting the Quotation, including allowing the Works to commence.

'Conditions' means the terms and conditions set out in this document as amended from time to time in accordance with clause 20.1.

'Contract' means the contract between the Client and the Contractor for the provision of the Works in accordance with these Conditions.

'Contract Year' the 12 month period from the Commencement Date and each succeeding 12-month period.

'Contractor' means Alpine Fire Engineers Limited (company number 02692108) whose registered office is at Alpine House, Hollins Brook Park, Little 66, Bury BL9 8RN

'Contractor Equipment' any equipment owned or provided by the Contractor for the Contractor's use in order to carry out the Works.

'Data Protection Legislation' means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including without limitation the Data Protection Act 2018, and the General Data Protection Regulation (EU) 2016/679, each as is amended in accordance with the Data Protection, the Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (GDPR) and the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6).

'Installation' means the installation of the Products or any other products at the Site as further described in the Specification Document, including but not limited to the design and creation of the Installation Plans and Specification.

'Installation Charge' means the VAT exclusive amount payable to the Contractor for the execution of the Installations Works and/or supply of the Products including all fees, expenses and charges payable by the Client to the Contractor as specified in the Quotation (as varied from time to time in accordance with the Contract).

'Installation Plans and Specification' means the installation plans and specification designed and created pursuant to Installation as amended in accordance with the terms of the Contract.

'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

'Maintained Equipment' means the apparatus and any associated items at the Site which are the subject of the Contract and includes (where appropriate) all replacements thereof and additions thereto.

'Planned Maintenance Services' means the provision of scheduled maintenance (including adjustments, and supply and installation of Spare Parts) of such a nature and at such times and frequency as shall be deemed necessary by the Contractor to keep the Maintained Equipment in good working order or as required by legislation.

'Products' means the products and/or goods set out in the Quotation (and more particularly described in the Specification Documents) to be supplied by the Contractor and purchased by the Client.

'Quotation' means the Contractor's quotation for Products and/or Works, (as applicable) in the Contractor's standard form from time to time.

'Reactive Repair and Maintenance Services' means unscheduled remedial maintenance (including adjustments, modifications, supply and installation of Spare Parts and emergency call outs) due to malfunction, damage or wear and tear of the Maintained Equipment.

'Service and Maintenance' means (i) the Reactive Repair and Maintenance Services. (ii) the Planned Maintenance Services (as the context may require) or (iii) any service and maintenance services set out in the Quotation.

'Service and Maintenance Charge' means the VAT exclusive amount payable to the Contractor for the execution of the Service and Maintenance including all fees, expenses and charges payable by the Client to the Contractor as specified in the Quotation (as varied from time to time in accordance with the Contract).

'Site' means the premises at which (as applicable) the Products are to be installed or utilised, and/or the Works are to be carried out.

'Spare Parts' means all parts and subassemblies of the Maintained Equipment supplied and installed in the Maintained Equipment by the Contractor pursuant to the provision of the Works.

'Specification Documents' means the Quotation, Installation Plans, Specification and service descriptions or other similar document describing the goods and services to be provided by the Contractor.

'VAT' means value added tax chargeable in the UK.

'Works' means (as applicable) Installation and/or Service and Maintenance.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a party includes its personal representatives, successors or permitted assigns.

1.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 A reference to writing or written includes e-mail. Headings shall not affect the interpretation of these Conditions.

2 THIS CONTRACT

2.1 These Conditions govern the overall relationship of the parties in relation to the provision of the Works to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

2.2 If either party wishes to request a change to the Works it will submit details of the requested change to the other in writing and the Contractor shall, if it is willing to provide such amended services, within a reasonable time, provide a written estimate to the Client of the likely time required to implement the change, any necessary variations to the Contractor's charges arising from the change and any other impact of the change on the Contract.

2.3 If the Client wishes to cancel the provision of any of the Works and the Contractor, in its sole discretion, accepts such cancellation request, the Contractor shall be entitled to charge the Client for such costs and expenses incurred (or committed to being incurred) by the Client in relation to such cancellation, including the costs of ordering any required materials, Spare Parts or order access costs and shall invoice the Client accordingly. Such invoices shall be payable by the Client within 30 days of the date of the invoice.

3 COMMENCEMENT AND COMPLETION

3.1 The Contract shall commence on the Commencement Date and will continue, unless terminated earlier in accordance with clause 18 and subject to clause 3.2, for the duration of the Works set out in the Quotation ("Initial Term").

3.2 Where the Quotation relates:

3.2.1 solely to the delivery of Products only and Installation is not included, the Contract will terminate upon the delivery of the Products at the Site and receipt of payment in full in accordance with the Quotation; or

3.2.2 to Service and Maintenance, the term of the Contract shall automatically extend at the end of the Initial Term at the prevailing market rate and shall continue, unless terminated earlier in accordance with clause 18, until either party gives to the other party not less than 3 months' written notice to terminate, expiring on or after the Initial Term.

3.3 The Works will commence on their respective dates set out in the Quotation, or if no date is set out in the Quotation, the dates agreed between the parties.

4 WORKS AND PRODUCTS

4.1 The Contractor shall use reasonable endeavours to:

4.1.1 ensure that the Products substantially conform to the Specification Documents, are of satisfactory quality and fit for the purpose held out by the Contractor.

4.1.2 provide the Works in accordance with the Specification Documents in a timely manner in all material respects;

CONDITIONS OF SALE

4.1.3 perform the Works with a reasonable level of care, skill and diligence in accordance with common practice in the Contractor's industry, profession or trade;

4.1.4 use personnel who are suitably skilled, trained and experienced to perform tasks assigned to them, and in sufficient numbers to fulfil its obligations; and

4.1.5 comply with all applicable laws and regulations.

4.2 All warranties, conditions and other terms express or implied by statute or common law, including implied warranties of fitness for a particular purpose and all warranties otherwise arising by operation of law, course or dealing, custom of trade or otherwise, are to the fullest extent permitted by law, excluded from the Contract.

4.3 Delivery of the Products shall be made by the Contractor or its appointed sub-contractors. The Contractor shall use all reasonable endeavours to effect delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 8 of this Contract.

4.4 The date of delivery and Installation is an estimate only. Time for delivery and if applicable Installation shall not be of the essence and the Contractor shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products or Works. If the Client wishes to change the agreed date of execution of any element of the Works it shall make a request in accordance with clause 2.2 on not less than 2 Business Days' notice from the original agreed date of execution.

4.5 The Contractor shall use reasonable endeavours to remedy, free of charge, any material defect in the Products and/or any of the Works which manifests itself within 12 months from installation of the Products or the provision of the relevant Works, provided that:

4.5.1 the Client notifies the Contractor of any defect in writing within 10 Business Days of the defect occurring or of becoming aware of the defect, whichever is earlier;

4.5.2 the Contractor is permitted to make a full examination of the alleged defect;

4.5.3 the defect did not materialise as a result of fair wear and tear, wilful damage, abnormal working conditions, misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Contractor's authorised personnel;

4.5.4 the defect did not arise out of any instruction, information, design or any other assistance supplied or furnished by the Client or on its behalf or because the Client failed to follow the Contractor's oral or written instructions as to the installation, commissioning, use or maintenance of the Products and/or Installations or (if there are none) good trade practice; and

4.5.5 the defect is directly attributable to defective material, workmanship or design.

4.6 If the Products comprise or contain equipment or components not manufactured or produced by the Contractor, the Client shall be entitled only to such warranty or other benefit as the Contractor has received from the manufacturer or supplier (as the case may be).

4.7 If the Contractor develops the Installation Plans and Specification or other related documents for the Client and the Client engages a third party to carry out installation works in accordance with such Installation Plans and/or Specification, the Contractor shall have no liability to the Client for any loss or damage caused to the extent the Client and/or the third party do not follow or deviate from the prepared Installation Plans and/or Specification.

5 TESTS AND ACCEPTANCE

5.1 Any tests to be carried out under any of the Works whether on Site or off Site are referred to in the Quotation. Any further or additional tests or timing of any tests stipulated by the Client and not forming part of the Contract would be a variation in accordance with clause 2.2.

5.2 Where the Client fails to attend any test or the sign-off of the Works after being given notice by the Contractor, then the test or sign-off will proceed and the Client will be deemed to have been present and found the Works to be in good condition, complete, compliant with this Contract and fit in every way for the purpose for which intended (save as regards any latent defects not reasonably apparent on inspection). The Client shall sign such an acceptance document as required by the Contractor.

5.3 The Client shall ensure that sufficient volume and pressure of mains water is available for testing. The cost of such testing will be the responsibility of the Client. Where mains water is not available at the required time, the Contractor will be entitled to hire bowsers, pumps, etc. in order to carry out the test(s) and such additional measures will be charged to the Client.

5.4 Where for any reason the Client, prior to any testing, requests that the Contractor does not take such additional measures then any delay and additional costs in rearranging test(s) for a later date will be reimbursed to the Contractor by the Client.

5.5 The Contractor will take all reasonable steps to protect the sprinkler installation until practical completion or the Client makes beneficial use of it. It is the Client's responsibility to protect everything else including, but not limited to, the electrical systems and mechanical handling equipment particularly during the testing and commissioning phase.

6 CLIENT OBLIGATIONS

6.1 Throughout the term of this Contract, the Client shall:

6.1.1 co-operate with the Contractor (and its sub-contractors and service suppliers) in all matters relating to any of the Works and/or Products;

6.1.2 unless otherwise provided for in the Quotation (whether specified as a cost to the Client or otherwise), the Client shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery, Installation and the provision of any of the Works to be carried out safely and expeditiously including the materials, facilities, power supplies and cables, ground works or other construction works required to carry out delivery, Installation and the provision of any of the Works;

6.1.3 promptly provide any Client Material as the Contractor may request in order to carry out any of the Works in a timely manner, and keep that information up to date; and

6.1.4 comply with all applicable laws, statutes, and regulations from time to time in force;

6.1.5 at its own expense be solely responsible for obtaining all necessary consents, permissions and licences, including landlord consents and licences in order for the Contractor to carry out any of the Works.

6.2 If the Contractor's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Contractor shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

6.3 The Client shall be liable to pay to the Contractor, on demand, all reasonable costs, charges or losses sustained or incurred by the Contractor (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Contractor confirming such costs, charges and losses to the Client in writing.

6.4 The Contractor is entitled to continuity of work in a logical sequence without obstruction or restriction during normal working hours. If for any reason beyond the Contractor's control such continuity is broken or the Site working hours are restricted in any way or if overtime is required to recover lost time for such reasons, the Contractor shall be entitled to reimbursement from the Client of any additional costs and losses so caused. The Contractor's normal working hours are 07.00 to 17.00 hours Monday to Friday inclusive.

6.5 To facilitate the provision of Works, it may be necessary to disconnect or isolate signalling equipment. Such disconnection, isolation and reconnection at any time during the provision of the Works and/or on completion of the Works is the sole responsibility of the Client. The Client undertakes to inform its insurers of any such period of disconnection and/or isolation.

7 SERVICE AND MAINTENANCE

7.1 The Contractor shall only be obliged to perform Service and Maintenance in relation to the Maintained Equipment at the Site detailed in the Quotation.

7.2 If the Contractor considers it appropriate when providing Planned Maintenance Services, the Contractor shall carry out an initial inspection of the Maintained Equipment to determine whether it is in good working order. If the Contractor has carried out such an initial inspection and the Maintained Equipment is not found to be in good working order, the Contractor shall carry out such work (including the supply and installation of any necessary Spare Parts) which is required to be carried out, at the Client's expense, to put the Maintained Equipment into good working order. For the avoidance of doubt, if the Client does not for any reason subsequently require the Planned Maintenance Services, the Contractor shall be entitled to charge for the provision of this initial inspection.

7.3 If the Client wishes for the Contractor to undertake Reactive Repair and Maintenance Services and has been unable to provide formal Acceptance of the Reactive Repair and Maintenance Services due to the urgency of the services required or the Contractor has been unable to assess the costs of the services required, the Client agrees to provide retrospective Acceptance (by way of a purchase order if necessary), within 3 working days of such Reactive Repair and Maintenance Services being carried out provided that such costs are reasonable given the work carried out by the Contractor. If the Client fails to provide Acceptance in accordance with this clause, the Contractor shall be entitled to suspend the provision of any further services to the Client until such Acceptance has been given.

7.4 In relation to any Contractor Equipment located at the Site during the provision of Works, the Client shall at all times while the Contractor Equipment is at the Site:

CONDITIONS OF SALE

7.4.1 take all reasonable care of any Contractor Equipment at the Site and keep the Contractor fully informed of all material matters relating to the Contractor Equipment;

7.4.2 not, and shall not allow any other person than the Contractor, to move or alter the Contractor Equipment; and

7.4.3 ensure that at all times the Contractor Equipment remains identifiable as being the Contractor's property.

8 TITLE AND RISK

8.1 The risk of damage, theft, destruction or loss in unfixed materials, Spare Parts and/or Products shall pass to the Client immediately on delivery to the Site. Unfixed materials, Spare Parts and/or Products shall remain the property of the Contractor including the right to dispose thereof, until either:

8.1.1 the Contractor has received payment in full (in cash or cleared funds) in respect of those materials, Spare Parts and/or Products and any other goods or services that the Contractor has supplied to the Client in respect of which payment has become due, in which case title to the materials, Spare Parts and/or Products shall pass at the time of payment of all such sums; or

8.1.2 the Contractor notifies the Client in writing that title in those materials, Spare Parts and/or Products has passed to the Client,

8.1.3 and until title in unfixed materials, Spare Parts and/or Products passes to the Client, the Contractor shall be entitled to the Site and any premises where unfixed materials, Spare Parts and/or Products are located and repossess any such items.

8.2 If for whatever reason the services of the Contractor are terminated, the Client hereby agrees to permit the Contractor entry to the Site to retake possession of its unfixed materials, plant and equipment.

8.3 The risk of damage to materials incorporated into any of the Works and the cost of replacement or repair of such materials lies with the Client, except where such damage is caused by the negligence of the Contractor.

9 PAYMENT

9.1 In consideration for the provision of the Works and/or supply of the Products (as applicable) the Client shall pay charges to the Contractor in accordance with the provisions of this clause 9.

Supply of Products

9.2 Where the Contractor is only supplying Products, it shall be entitled to invoice for the Products immediately upon delivery and the Client shall pay such invoice within 30 days of receipt.

9.3 Where the Contractor is supplying Products and carrying out Installation in respect of the same, the provisions of clause 9.4 shall apply.

Works

9.4 The Contractor shall invoice the Client upon completion of the Works, or at any stage of the Works (at the Contractor's discretion) including any unfixed materials and the Client shall pay any such invoice within 30 days of receipt.

9.5 The Contractor reserves the right to increase the Service and Maintenance Charges annually, on each anniversary of the Commencement Date, by the percentage equivalent to the RPI rate at the time of renewal, or 2%, whichever is the greater.

9.6 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).

9.7 If the Client fails to make a payment by the final date for payment specified within this clause 9:

9.7.1 the Client shall pay to the Contractor interest on any sum overdue at a rate per annum equivalent to Barclays Bank base lending rate plus 4 percent for the period between the final date for payment and the payment being received by the Contractor. The Client shall pay the interest together with any overdue amount; and

9.7.2 the Contractor, providing the Client with 7 days' notice, shall be entitled to suspend the further execution of the Works (and all other services it provides to the Client under any other agreement). The Contractor shall not be obliged to re-commence the execution of any of the Works until the Client has made payment of any of the amounts overdue and any interest thereon pursuant to this clause 9.7. The Contractor will be entitled to reimbursement from the Client of any additional costs and losses so incurred as a result of such suspension.

10 LIMITATION OF LIABILITY

10.1 Nothing in the Contract limits or excludes the Contractor's liability for:

10.1.1 death or personal injury caused by its negligence;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, the Contractor shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

10.2.1 loss of profits;

10.2.2 loss of sales or business;

10.2.3 loss of agreements or contracts;

10.2.4 loss of anticipated savings;

10.2.5 loss of or damage to goodwill;

10.2.6 loss of use or corruption of software, data or information; or

10.2.7 any indirect or consequential loss.

10.3 Subject to clause 10.1 and clause 10.2, in respect of all claims (connected or unconnected) arising, the Contractor's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Works shall be limited for each element of the Works as follows:

10.3.1 where the Contractor only supplies Products, to an amount equal to the total paid or payable by the Client for the Products;

10.3.2 where the Contractor provides Installation, to a sum equivalent to the total Installation Charges paid by the Client arising under the Contract; and

10.3.3 where the Contractor provides Service and Maintenance, to a sum equivalent to the total Service and Maintenance Charge paid by the Client arising under the Contract.

10.4 If the Contractor (a) breaches these Conditions in respect of supply of Products, and/or Works and (b) is prevented from recovering from any person any contribution towards any amount arising from such breach by reason of the Client not having obtained from such person contractual commitments similar to those contained in these terms (mutatis mutandis) or by reason of such person having ceased to exist or ceased to be able to meet his obligations, the Contractor shall be liable hereunder for such amount less the contribution which the Contractor would otherwise have been entitled to seek to recover from such person. For the purposes of this clause the word "person" means any person engaged by or on behalf of the Client for any purpose connected with the design and/or construction of the project.

10.5 Subject to clauses 10.1, 10.2, 10.3 and 10.4, in the event of the Contractor damaging equipment or property belonging to the Client, the Contractor's liability shall be limited to reverting the damaged item to its previously undamaged condition, or replacing the damaged item with another of equivalent specification and condition, or paying an agreed settlement payment to the Client, whichever is the lower amount.

10.6 This clause 10 shall survive termination of the Contract.

11 CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the other business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, unless permitted by clause 11.2. No party shall use the other party's confidential information for any purpose other than to perform the Contract.

11.2 Each party may disclose the other party's confidential information:

11.2.1 to its employees, officers, representatives or advisers who need to know such information to carry out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

11.2.2 as may be required by law, court order or any governmental or regulatory authority.

11.3 This clause 11 shall survive termination of the Contract.

12 DATA PROTECTION

12.1 For the purpose of this Clause 12, " **Controller**", "**Data Processor**", "**Process**", "**Processed**", "**Processing**", "**Personal Data**" and "**Sensitive Personal Data**" shall have the meanings given to them in the Data Protection Legislation.

12.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Works; (b) request and receive the Works; (c) compile, dispatch and manage the payment of invoices relating to the Works; (d) compile, dispatch and manage the payment of invoices relating to the Works; (e) manage the Contract and resolve any disputes relating to it; (f) respond and/or raise general queries relating to the Works.

12.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in clause 12.2 in accordance with their

CONDITIONS OF SALE

respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the United Kingdom, in order to carry out the activities listed in clause 12.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

13 DISPUTE RESOLUTION

13.1 Without prejudice to the parties right to refer a dispute under or in connection with the Contract to adjudication under clause 13.3, if there is a disputed matter under or in connection with the Contract, in the first instant the parties shall arrange for a suitably authorised and senior representative of each of them to meet within 14 days solely in order to resolve the dispute. Such meeting shall be minuted and shall be chaired by the party calling the meeting (for the avoidance of doubt, the chairman shall not have the casting vote). The parties agree that they will work together in good faith in order to identify a solution and agree timescales for resolution.

13.2 Nothing in this clause 13 shall prevent either party from instigating legal proceedings or obtaining an order for an injunction or disclosure.

13.3 If a dispute arises under or in connection with the Contract then either party may refer that dispute to adjudication at any time and Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 shall apply in relation to any such adjudication.

14 INTELLECTUAL PROPERTY

14.1 The Client acknowledges that all of the Contractor's Intellectual Property Rights relating to material existing prior to the Contract or arising or created in connection with any of the Works, including but not limited to the Specification Documents, belong to the Contractor or the relevant third-party owners (as the case may be). The Contractor grants the Client a non-exclusive personal, sub-licensable, royalty free, worldwide licence to use, copy and modify the material protected by those Intellectual Property Rights for the Client's own business purposes only as sufficient to enjoy the benefit of the Products and/or Works.

14.2 Any Intellectual Property Rights in the Client Materials shall belong to the Client or the relevant third party owner (as the case may be) and the Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Materials. The Client grants to the Contractor a worldwide, non-exclusive, royalty free, sub-licensable irrevocable licence to copy, use and modify the Client Materials for the purpose of carrying out its obligations in the Contract.

14.3 The Client warrants, represents and undertakes that:

14.3.1 any Client Materials provided to or used by the Contractor are owned by the Client; and/or

14.3.2 it has received the necessary consents or permissions to use the Client Materials in accordance with the Contract and any Quotation or Specification Documents from the applicable owner(s).

14.4 The Client indemnifies and shall keep the Contractor fully and effectively indemnified and held harmless from and against any and all losses, liabilities, claims, damages, expenses and costs resulting from any claim brought against the Contractor for infringement of any Intellectual Property Rights by the use or sale of any Client Materials or other article or material supplied by the Client to the Contractor.

15 INSURANCE

15.1 For the duration of the term of this Contract, the Client shall obtain and maintain adequate insurance coverage against loss or damage arising from any cause whatsoever to any of the Works and unfixed materials and any existing structures together with all contents provided under this Contract.

15.2 If any loss or damage as referred to in clause 15.1 occurs, the Client shall issue instructions for the reinstatement and making good of such loss or damage as a variation and such instructions shall be valued under clause 2.2.

16 EXISTING STRUCTURES AND ATTENDANCES

16.1 The Client is responsible for identifying the positions of all existing services and drainage and notifying the same to the Contractor in a suitable form and given to the Contractor prior to commencement of the relevant Works.

16.2 The Contractor shall not be responsible for checking or inspecting the adequacy of new or existing structures or ground conditions upon which the relevant Works are to be carried out. The Contractor shall not be responsible for any defects in any of the Works which are caused or arise due to the inadequacy or unsuitability of the existing structures, ground conditions or drainage.

16.3 If during the execution of the relevant Works the Contractor encounters unforeseen conditions or obstructions of any kind which result in the incurrence of additional costs and losses by the Contractor, then such additional costs and losses shall be paid by the Client to the Contractor.

17 EXCLUSIONS

Unless stated in the Quotation the following work, facilities, attendances, etc are excluded from any of the Works:

17.1 providing electrical power supplies, interface work with building management or fire detection systems, cutting holes, notches, etc., fire stopping, builder's work, connection of mains water and attached costs, trace heating, lagging, chlorination of pipework, painting and decorating, heating, lighting or power within pump rooms or elsewhere, earthing of equipment, pressure switch monitoring, wind bracing; fixed scaffolds or other access systems, safety lighting, drainage for control valves, colour banding, pipe labelling, removing waste from site; skips, sprinkler protection beneath other services, providing a performance bond, acting as principal contractor in connection with CDM Regulations, painting or refinishing, provision and installation of Spare Parts, testing and any items required to carry out testing;

17.2 repair or damage to, or replacement of parts of, the Maintained Equipment caused by accident or misuse, or by the neglect, act or default of the Client or any other user of the Maintained Equipment or by any factor external to the Maintained Equipment (including defective consumable items, or the failure of, or defects in, equipment which is not part of the Maintained Equipment); and

17.3 such services as it may be impractical for the Contractor to render because of alterations to the Maintained Equipment other than alterations carried out by the Contractor.

18 TERMINATION

18.1 Without affecting any other right or remedy available to it, the Contractor may terminate the Contract with immediate effect by giving written notice to the Client if:

18.1.1 the Client fails to pay any amount due under the Contract (or any other agreement between the parties) on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

18.1.2 the Client commits a material breach of any other term of the Contract and that breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

18.1.3 the Client repeatedly breaches any of the terms of the Contract (or any other agreement between the parties) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

18.1.4 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Client or if the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Client) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Client or if the Client cease or threatens to cease to carry on business.

18.2 On termination or expiry of the Contract:

18.2.1 the Client shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, in respect of the Products or any services supplied but for which no invoice has been submitted, the Contractor may submit an invoice, which shall be payable immediately on receipt;

18.2.2 the Contractor may destroy or otherwise dispose of any of the Client Materials in its possession unless the Contractor receives, no later than ten Business Days after the effective date of the termination of the Contract, a written request for the delivery to the Client of the Client Materials. The Contractor shall use reasonable endeavours to deliver a copy of the Client Materials to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Contractor in returning or disposing of Client Materials;

18.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and

18.2.4 any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

19 NOTICES

19.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid recorded first-class post or

CONDITIONS OF SALE

other next working day recorded delivery service at its registered office (if a company) or its principal place of business (in any other case), or by email to the relevant email address of the recipient as set out in the Quotation (or such other email address as may be notified by a party to the other party from time to time).

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.2.2 if sent by pre-paid recorded first-class post or other next working day recorded delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

19.2.3 If sent by email, at the point in which the email reaches the recipient's Internet Service Provider.

19.3 The provisions of this clause shall 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.

20 GENERAL

20.1 No variation of the Contract shall be effective unless it is agreed in writing between the parties.

20.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

20.3 The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20.5 Notwithstanding clause 20.4, if any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.6 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.7 Each party agrees that it shall have no remedies in respect of 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.

20.8 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without prior written consent of the Contractor (not to be unreasonably withheld or delayed).

20.9 The Contractor may at any time assign, transfer, mortgage, charge subcontract and deal in any other manner with any or all of its rights and obligations under the Contract.

20.10 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20.11 No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

20.12 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 1 month's written notice to the affected party.

20.13 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.14 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).