## **TERMS AND CONDITIONS**

DEFINITIONS. In these Conditions of Sale, unless the context otherwise requires the following expressions shall have the following meanings: 1.1 a) " Background Information" Any documents, drawings, plans, maps, charts, images, records or other materials and any data or information provided by the Customer or by a third party on behalf of the Customer to the Supplier relating to the Services, b) "Conditions of Sale": the standard conditions of sale set out in this document; c) "Contract": the person who accepts the Supplier's Witten Quotation for the sale of the Goods and/or Services, or whose Witten order for the Supplier's Witten Quotation for the sale of the Goods and/or Services, or whose Witten order for the Goods and/or Services is accepted by the Supplier's the goods including any instalment of the goods or any parts for them which the Supplier is to supply in accordance with these Conditions of Sale; f) "Incontems": the international unders for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contact is made; g) "Minimum Export Order: The minimum export order value stipulated on the Supplier's current price list from time to time; i) "Offer": an offer made by the Supplier to the Customer to supply the Goods and Services in accordance with the Conditions of Sale; j) "Premises": the premises of the Customer at which the Services are to cover and include but is not limited to the installation of the Goods, commissioning, fault call outs, design and project management to be supplier? Ithtway Systems Technology Group Europe Limited Versions of a services and the acutal time specified Anterwise in the Quotation eruses. In Services: Technology Group Europe Limited theoremesture data reference to the the provision of a satuted at Honeywell House. Skimped Hill Lane, Bracknell Berks, RG 12 1 EB, United Kingdom; n) "Witting" and any similar expression, including fasciline transmission and comparable means of communication. 1.2 A reference in t

masculate the fermine and the singlest include the plant and vice-versa at the Services of elerory of the Goods includes the acceptance of these Conditions of Sale with channy be existed expressly and by mutual agreement in writing, signed by an authorized officer of Suppler 2.2. These Conditions of Sale will apply to the exclusion of all other terms and purchase order, comfinistion of order, specification or other solourent - however, in relation to entire Goods and/or Services additional terms and conditions. J. The Suppler's entrophysics or agents are not provide provide the collaborent - By complete solution and services and the services of the collaborent - By complete solution and the services of the collaborent - By complete solution - By complete sol

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is appointed over or takes possession of all or any part of the assets of the Customer; 10.5.4 if the Customer is deened unable to pay its debts within the meaning of section 236 of the said Act; 10.5.5 if the Suppler reasonally apprehends that any of the events mentioned above is about to occur in relation to the Customer and notfles the customer according). **11. EXPLORENTIONS** 11.1.1 The Customer may not exhibit any Goods or accessories supplied by the Suppler, whitout first othating the Suppler spond with any customer may not exhibit any Goods or accessories supplied to the Suboner may return any undershold and customer and notifies the Customer and notifies the Suppler with a Customer may not exhibit any Goods within 80 days provided the Goods are the same quality and condition as a didwey by the Vorid (as defined in Clause 13.1 and subject as in dause 13.5 provided the Suppler will refund to the Customer the price of the Goods. 12.2 The Customer may notifies the Suppler will refund to the Customer the price of the Goods and must ensure a debt note is returned with the Goods detailing the following; 22.1 Product doed of the Goods (12.2 X The durate of the Goods and must ensure a debt note is returned with the Goods detailing the following; 13.2.1 and subject to the following provisions the Suppler will refund the price of the Goods and must ensure a debt note is returned with the Goods detailing the following; 13.2.1 the Suppler shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification and the time of delivery and will be free from deliver; (the warranty Periodr), 13.2 The above warranty is given by the Suppler subject to the following; 13.2.1 the Suppler shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer; 13.2.2 the Supplier shall be under no liability in the deck of the Goods arising from any drawing design or specification supplied by the Supplier s

to any of the following events: 14.6.1 cause beyond the Supplier's reasonable control (force majeure); 14.6.2 a change in law, statutory requirements or building regulations implemented after the date of the proposal; 14.6.3 any breach of the agreement or act of prevention by Customer or others for whom Customer is responsible; 14.6.4 and instruction

of Customer or others for whom Customer is responsible; 14.6.5 any consequence whatsoever which arises as a result of the outcome of the United Kingdom European Membership Referendum on 23rd June 2016 and/or any subsequent referendum which may take place; or 14.6.6 the discovery of hazardous substances or absolves at the premises; then the time for performance of the obligations affected will be extended by such period of of customer or others for whom Customer is responsible; 14.6.5 any consequence Mateopeary which arises as a result of the outcome of the United Kingdom European Membership Referendum on 23rd June 2016 and/or any subsequent referendum which may take place; of 14.6.6 the discovery of hazardow substances or absetos at the permises; then the time for performance of the obligations affected will be extended by such period of delay. Without prejudice to the quentity of 16.1 a fact residue in 1

before sinpment. The Supplier shall have no liability for any claim in respect of any derect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit. **18. SALE OF GOODS AND SERVICES ACT.** 18.1 All Goods and Services supplied or performed by the Supplier are supplied with the benefit of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982. Subject thereto, and whether or not the Contract is a contract of sale, all other conditions warranties and other terms express or implied statutory or otherwise are expressly excluded, save insofar as contained herein or as otherwise expressly agreed by the Supplier in Writing provided that if and insofar as any legislation or any order made thereunder shall make or have made turniave the same year and the same of the sale of Goods and Services and the same stress any legislation or any order made thereunder shall make or have made unenforceable any attempt to exclude any such term, the foregoing provisions of this paragraph will not apply to any such term. **19. ASSIGMMENT.** 19.1 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier. 18.2 The Supplier may assign the Contract on part of it to any person, firm or company. **20. WAIVER.** 20.1 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the Same or any other provision. **21. GOVERNING LAW** 21.1 The Contract shall he governed by the laws of England and Wales and the Customer spress to submit to the non-exclusive jurisdiction of the English Courts. 21.2 To the extent that the provisions of the Housing. Grants, Construction and Regeneration Act 1996 (the Act") and any mendments threaded to not conflict with the Conditions of Sale, they shall be deemed to be incorporated into the Constinuarition and Regeneration conflict. Waith the construct

Conditions of Sale, they shall be deemed to be incorporated into the Contract. For the avoidance of doubt, if any provisions of the Act do conflict, these Conditions of Sale shall

avoidance of doubt, if any provisions of the PLC to domine, these containers to the other prevail. 22. NOTICES. 22.1 Any notice required or permitted to be given by either party to the other under these Conditions of Sale shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Provided that where necessary the displatch of such notice or document has been properly pre-paid a notice or document so given or served shall conclusively be deemed to have been received at the time set out alongside the respective manner of service namely. 22.1.1 by first class post - at the commencement of the first business day next commencing more than 24 hours after displatch, 22.1.3 by e-mail transmission at the time of such service; 22.1.4 abroad by first class airmal post - at the commencement of the first business day next commencing more than 48 hours after displatch.

than 48 hours after dispatch. 23. SEVERABILITY 23.1 in the event that any or any part of the terms, conditions or provisions contained herein shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and

uniawul, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law. 24. RIGHTS OF THIRD PARTIES. 24.1 A party who is not a party to the Contract has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract. 25. RELATIONSHIP OF PARTIES. 24.1 A party who is not a party to the Contract. 26. RELATIONSHIP OF PARTIES. 24.1 A party who is not a party to the Contract. 27. RELATIONSHIP OF PARTIES. 25.1 Mohing contained in the Contract, and no action taken by the parties of partnership, joint venture, principal and agent or employer and employee. Subject as in clause 10. provided neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf. 26. Data Protection 26.1 The Supplier will process Customer's personal data as necessary to sell the products and/or to provide the services to Customer and to met Supplier's purchase order governed by these terms and conditions and thereafter. Customer as data comtoriler acknowledges and agrees that Supplier will share personal data thit is affiliated companies and may transfer the personal data ta relating to the other party (the receiving party) in any form, including any information or data ta relating to the operation or performance of products and all data generated by the products which are aggregated and de-identified. Subject to compilicance with all applicable data and information includes any information or data that are provided by one party (the products which are aggregated and de-identified. Subject to compilicance with all applicable data and information that is collected, ensemption or products and all data generated by the products which are adgregated and de-identified. Subject to compilicance with all applicable data and information that is collected, ensemption correased on the mentified by ore

de-identified. Subject to compliance with all applicable data protection laws and regulations, Supplier retains the right to utilize any and all data and information that is collected, generated, processed or transmitted by or through the products and all data and information provided or transmitted to Supplier regarding the operation or performance of the products in an aggregated or anonymized form for any business purpose, including product, software or service development, marketing or sales support or other analytics. To the extent that Supplier does not own any such information or data, Buyer grants Supplier and its affiliated companies (or shall procure for Supplier and its affiliated companies the grant of) a perpetual right to use and marke derivative works from such information and data for any lawful purpose. Version 05/05/2020