

Terms and Conditions – Safety Systems Technology UK Ltd. (Company No 9100604)

Safety Systems Technology UK Ltd, the Contractor, address registered at Unit 3 Westbury Street, Elland, West Yorkshire HX5 9AT.

1. Scope of Supply

The Contractor undertakes to supply the equipment and services as detailed in this quotation. Any extra equipment or services required may be subject to extra charge. The scope of the work shall not be changed without the written agreement of both parties. Except for agreed sub-contract work no rights or obligations arising between the parties as a result of this Contract shall be assigned to any third party without the written agreement of both parties.

2. Prices

All prices are quoted in UK currency, Pounds Sterling and all payments should be made in this currency.

3. Value Added Tax

All prices quoted do not include UK Value Added Tax, which will apply at the rate applicable at time of invoice.

4. Terms of Payment

Unless stated otherwise we request that payment be staged as follows: - 40% of total order value to be invoiced on acceptance of Functional System Design.

50% of total order value to be invoiced following the completion of site work and acceptance.

10% of total order value to be invoiced on delivery of final documentation.

If installation & commissioning are not required then payment will become due on delivery

Payment is required STRICTLY within 30 days of invoice.

The Contractor reserve the right to charge interest on overdue accounts at the rate of 5% per annum above Royal Bank of Scotland Plc base rate until payment in full is made, such interest being calculated on a daily basis.

This contract is divisible. Each delivery made shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.

5. Approval of Documentation

The Contractor will submit for the customer's approval such forms of documentation as are relevant to the execution of the contract.

Once submitted it is the customer's responsibility to approve or reject such documentation within 7 days of receipt (or such other period as agreed within the terms of the contract).

If such approval or rejection (with reasons for such rejection) is not received within this time then acceptance of this documentation and its contents will be deemed by default.

6. Programme of Work

Within 14 days of order acceptance (or such other period as agreed within the terms of the contract) a project plan may be submitted by the Contractor. Once this programme has been agreed the Contractor will make its best endeavours to meet the deadlines for delivery.

If however due to circumstances under the control of the customer it is necessary to extend the delivery date, then the Contractor reserve the right to charge for the time of such extension. Such charges will be levied based upon the resource allocated to the project and the published rates for time and materials work applicable at order placement.

7. Modifications & Changes

All modifications or changes to this contract will be effective only if these are made in writing and mutually agreed.

8. Cancellation

If the Customer gives notice to the Contractor to suspend or cancel the Parts or Services then the Customer shall be liable to pay all expenses reasonably incurred by the Contractor to the date of suspension or cancellation (which shall include any commitments the Contractor has entered into which cannot be cancelled by the Contractor) and in addition the Customer shall pay a percentage of the contract price in accordance with the following formula:

Date of Cancellation	Percentage of Contract Price Payable
0 – 7 days before date of commencement of work	75% of contract price
7 – 14 days before date of commencement of work	50% of contract price
14 – 28 days before date of commencement of work	25% of contract price

No notice of cancellation shall be effective for the purposes of Clause 8 unless given in writing to the Contractor by the Customer.

9. Delays

Any quoted supply date is an estimate only and time shall not be of the essence of the Contract. In no circumstances shall the Contractor be liable to compensate the Customer in damages or otherwise for (as applicable)

non-supply or late supply of the Parts or Services or any part of them for whatever reason or for any loss. Should the Contractor be prevented from or hindered in supplying the Parts or Services or any part thereof by reason of war riot explosion fire flood strike lock-out shortage of materials or labour or any other cause beyond the Contractor's control, the time for supply shall be extended by a period equal to that during which the cause preventing or hindering supply exists. Should the Contractor be prevented from supplying part of the Parts or Services by reason of any of the causes specified in clause 9, the Contractor shall supply and the Customer shall accept the supply of and pay for such part of the Parts or Services as the Contractor shall be able to supply in accordance with the Contract.

If the supply of any of the Parts or Services has not been made within 30 days of the quoted supply date the Customer shall be entitled to cancel the Contract in respect of such Parts or Services but the Contractor shall in no circumstances be liable to compensate the Customer in damages or otherwise for late supply or non-supply of the Parts or Services or any of them for whatever reason or for any loss.

The Contractor shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Contractor's obligations under the Contract entered into between the Contractor and the Customer if the delay or failure was due to any cause beyond the Contractor's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Contractor's reasonable control:

Acts of God, wars, threat of war, strikes, lock-outs or other industrial action or trades disputes, difficulties in obtaining raw materials, parts, labour, fuel, or machinery, power failure or breakdown in machinery or vehicles.

10. Confidentiality & Security

Drawings, Documents, Descriptions, Prices or other confidential information contained in this offer or any subsequent contract are to be considered confidential and may not be imparted or passed in any form to any third party without the specific and authorised written permission of the Contractor.

11. Warranty

The Contractor warrants that it shall provide all proper skill and care and shall ensure that the facilities, services, hardware, software, materials and equipment used for/or incorporated into the supplied system shall be fit for their intended purpose and be of good quality and workmanship.

The Contractor warrants that where software is part of the system that such software will perform the tasks as defined within the agreed Functional System Design. Such tasks will be proven during the system acceptance tests and it is the responsibility of the customer to ensure that the acceptance tests prove such functionality to their full satisfaction.

The Contractor warrants that it shall promptly and with all possible speed rectify all errors, defects, omissions and failures in the workmanship for a period of 12 months from delivery at no cost.

The Contractor shall not be liable for any warranties mentioned in the above paragraphs should the following be applicable:

a) The faulty operation is due to misuse by the customer.

b) The faulty operation is due to a defect or failure in materials or equipment supplied by the customer which could not reasonably have been discovered by the Contractor.

Should the Contractor attend site to investigate a warranty claim that is a result of 11a or 11b, then the customer shall be liable to costs for the visit at our daily rate and any other costs incurred by the visit.

Any breach of warranty shall be notified to the Contractor within 14 days of its discovery by the customer. Upon receipt of notice of breach, the Contractor shall have the option either to repair or replace the defective items of equipment. The obligations of the Contractor shall be limited to the repair or replacement of the equipment and in no way shall extend to consequential loss or damages in respect of loss of business or profits or otherwise.

10. Force Majeure

The Contractor shall be under no liability for any of the obligations stated within the warranty if such failure shall be due to circumstances beyond its reasonable control including (but without limiting) acts of god, war, fire, flood, tempest, strike, labour dispute, civil commotion, shortage, statute or illegality due to order or regulation of any Government, public or local authority.

11. Retention of Title

The system/equipment shall remain the sole and absolute property of the Contractor as legal and equitable owner until such time as all money due has been paid, but shall be at the customers risk from the time of delivery.

12. Validity

This quotation is valid for acceptance for 30 days

13. Divisibility

The Contractor may deliver by instalments in such quantities as it may reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle the Customer to cancel any subsequent instalments or repudiate this contract as a whole.

14. Law

The Contract shall be governed by English Law.

Dated November 2014