

## STANDARD CONTRACT

### Terms and Conditions:

#### 1. Definitions

As used herein, the following terms shall have the following meanings:

“Acceptance”	means the acceptance of the Equipment by the Purchaser following delivery and/or installation and/or following completion of services specified in the Purchase Order.
The “Agreement”	means the Clauses comprising these Terms and Conditions, together with a Purchase Order. In the event of any conflict between the provisions of the Purchase Order and these Clauses, then these Clauses shall prevail, unless specifically agreed by the parties and set out in the Purchase Order.
“Change Order”	means any amendment to this Agreement executed by the parties in accordance with the provisions of Clause 17.
“Payment Terms”	means the payment by Purchaser to Supplier in accordance with Clause 5.
The “Charges”	means the charges set out in the Purchase Order.
“Equipment”	means, if applicable, any equipment provided by the Supplier
“Location”	means any location specified in a Purchase Order.
“Purchaser Equipment”	means any equipment or wiring owned by the Purchaser, particularly where such equipment will interface with the Equipment.
“Purchase Order”	means a Purchase Order issued by the Purchaser for the supply and/or supply and installation of Equipment and/or for the provision of specified services by the Supplier.
“Completion”	means when all equipment has been installed and is in working order
“User”	means any individual within the Purchaser’s organisation using the Equipment.
“Intellectual Property Rights”	means copyrights, patents, trademarks, registered designs or other similar proprietary rights.

As used herein, the masculine includes the feminine and the singular includes the plural, and vice-versa. The Supplier and the Purchaser may hereinafter be referred to as the “party” or “parties”.

#### 2. The Equipment

The Supplier shall provide the Equipment and/or services described in the Purchase Order.

#### 3. Duration

This Agreement will commence from the date of execution hereof, and shall continue until the Equipment has been delivered, installed and accepted and/or any specified services have been performed.

#### 4. Delivery and Installation

The Equipment will be delivered and/or installed by the date(s) set out in the Purchase Order.

#### 5. Charges and Payment

In consideration of the delivery and installation of the Equipment, the Purchaser shall pay the Charges set out in the Purchase Order. Such Charges are exclusive of Value Added Tax, which shall be paid by the Purchaser at the rate and in the manner for the time being prescribed by law.

Payment Terms shall be as follows:

For delivery and Installation of Equipment and/or provision of services:

50% upon receipt and acceptance of the Purchase Order.

50% upon Completion and/or Acceptance.

Payment shall be made within 30 days from the date of the invoice. If any sum payable under this Agreement is not paid by the due date, (save where non or late payment is due to a bona fide dispute), then the Supplier reserves the right to charge on any such sum from the due date to the date of payment at the rate of 4% above Barclays Base Rate from time to time in force.

Where any payments of invoices are the subject of dispute, all undisputed portions shall be paid promptly in accordance with the provisions of this Clause 5.

**6. Supplier's Personnel**

All personnel of the Supplier engaged in the performance of the Agreement, shall be both competent and professional at all times during the performance of the Agreement.

**7. Purchaser's Representative**

The Purchaser shall nominate a representative, who shall be the Supplier's sole point of contact (or, in the event of absence, the Purchaser's nominated sub representative), who shall make all decisions on behalf of the Purchaser for the duration of the Agreement.

**8. Performance**

The Supplier warrants:

- (a) that it has the experience, capability and resources required to provide the Equipment;
- (b) that all work carried out under this Agreement shall be of the highest standards and carried out by competent engineers or technicians and that all materials and component parts supplied or used shall be new or as new and conforming with the current specifications applicable to such equipment.

**9. Confidentiality**

Save as otherwise required by law, each party undertakes to the other that it will treat and procure that its directors, employees and agents keep in strict confidence any information or data of the other, which is disclosed or otherwise comes into its possession, either directly or indirectly, as a result of the Agreement, and which is of a confidential nature ("Information"). Neither party shall disclose any information to any person whatsoever, other than its directors, employees or agents, directly or indirectly concerned in the performance of the Agreement, who shall have a proper need for such information.

**10. Force Majeure**

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement, if and to the extent that such delay or failure is caused by an event outside of the reasonable control of the party otherwise responsible including, without limitation: fire, flood, explosion, act of war or terrorism, act of God or nature, labour dispute or Government requirement.

**11. Liability and Indemnity**

11.1 Each party shall indemnify and keep indemnified the other in respect of any claims by third parties that the Equipment provided infringes upon any proprietary rights of a third party, provided that this action is not the result of any operation of the Equipment by the Purchaser in breach of the terms of this Agreement.

11.2 The Purchaser shall indemnify and keep indemnified the Supplier against any claims of a third party arising out of the publication of obscene, indecent, offensive, racist, unreasonably violent, intimidating or harassing material.

11.3 Each party shall indemnify the other against any and all losses arising out of or relating to:

- (a) a breach by one party of any applicable laws or regulations;
- (b) a breach by one party of any confidentiality provisions of this Agreement;
- (c) loss or damage to any physical property or death or injury to any person.

11.4 Notwithstanding the foregoing or anything to the contrary in the Agreement, the liability of both parties to each other under or in connection with the Agreement, whether arising from contract, negligence or howsoever, shall be limited as follows:

- (a) in the case of liability from death or injury to persons, there shall be no limit;
- (b) in the case of liability for loss or damage to physical property the limit for any one or series of connected events shall be £1,000,000;
- (c) in respect of any specific breach or act for which a specific remedy is defined in the Agreement, liability shall be limited to that remedy;
- (d) in respect of any other liability, liability shall be limited to contract value for any one event or series of connected events;
- (e) subject to Clause 14.4 (a), the aggregate liability shall not exceed contract value in total.

11.5 Neither party shall be liable to the other for any loss of business, profits, revenue, goodwill, anticipated savings or any indirect or consequential losses.

**12. Intellectual Property Rights**

Intellectual Property Rights in the Equipment vest in the Supplier and/or the manufacturer.

**13. Title and Risk**

Title to the Equipment shall pass from the Supplier to the Purchaser upon payment of The Charges in full. Risk in the Equipment shall pass from the Supplier to the Purchaser, upon delivery to a Location of the Purchaser.

**14. Cancellation**

In the event that the Purchaser wishes to cancel any order(s) for the Equipment prior to delivery at a Location(s), the following provisions shall apply:

- (a) where such cancellation takes place within one week prior to the date agreed for delivery and/or delivery and installation, the Purchaser shall pay 100% of the Charges for the Equipment, and, if applicable 25% of the installation Charges for that Equipment.
- (b) where such cancellation takes place within two weeks prior to the date agreed for delivery and/or delivery and installation, the Purchaser shall pay 50% of the Charges for the Equipment, and, if applicable 10% of the installation Charges for that Equipment.
- (c) where such cancellation takes place within one month prior to the date agreed for delivery and/or delivery and installation, the Purchaser shall pay 10% of the Charges for the Equipment only.

Furthermore, the Supplier shall be entitled to any sums that it has paid to third parties as a consequence of receiving an order from the Purchaser, provided always that, in this context, the Supplier shall use all reasonable endeavours to mitigate its losses, resulting from such cancellation.

**15. Termination**

15.1 If either party is in material breach of this Agreement (and such breach is not remedied within 14 days following written notice by the other party) or becomes subject to any statutory provision relating to insolvency, liquidation or bankruptcy, then the other party may terminate this Agreement by giving notice in writing, such notice to have immediate effect. For the avoidance of doubt, failure by the Purchaser to make any payments due to the Supplier within the time and manner prescribed in Clause 7 shall be treated as a material breach of this Agreement.

15.2 Following termination, the Supplier shall have the right to recover any of the Equipment in which it has title and which has not been paid for in full, and may further claim its reasonable additional expenses in so doing.

**16. Notices**

Notices served by either party shall be sent in writing to the address for each party set out at the front of this Agreement. In the case of the Supplier, they shall be marked for the attention of Mr P Spencer – Director, and in the case of the Purchaser, they shall be addressed to the purchaser's representative.

**17. Variations**

In the event that the parties agree to a variation to this Agreement, it shall only become binding upon such variation being agreed in writing and signed by an authorised signatory of each party.

**18. Purchaser's Responsibilities**

18.1 Where appropriate, the Purchaser shall permit and procure reasonable access to Locations, for the purpose of the Supplier performing its obligations under this Agreement, provided that the Supplier's personnel shall comply with all reasonable safety, security and other regulations from time to time in force at the Location.

18.2 The Purchaser shall ensure that the Location is adequate and in an acceptable condition for the delivery and/or installation of the Equipment. This shall include, but not be limited to, a suitable mains electricity supply, structured cabling, mains electricity sockets as appropriate. The Purchaser shall also ensure that suitable heating and ventilation is provided at the Location, and generally comply with the reasonable requests of the Supplier in the context of housing the Equipment.

18.3 The Supplier may claim its reasonable additional costs incurred from the Purchaser, in the event that the conditions set out in this Clause 18 are not adhered to. For the avoidance of doubt, this shall include the Supplier's inability or failure to enter a Location (provided always that the timing of such visit and/or delivery has been agreed in advance by the parties) due to the non presence of appropriate personnel of the Purchaser.

18.4 The Purchaser shall house the Equipment as agreed by the parties. Where maintenance forms part of this Agreement, the Purchaser shall be responsible for any loss or damage (fair wear and tear accepted) to the Equipment, arising through the Purchaser's negligence, and the Purchaser shall exercise a reasonable duty of care in respect of the Equipment housed at the Locations.

**19. Disputes**

Settlement of any disputes which may arise between the parties, shall be by way of adjudication. Either party may at any time, by giving not less than 7 (seven) days notice in writing to the other, refer a dispute to arbitration. An independent arbitrator shall be appointed, with the agreement of the parties, and shall make a decision within 28 (twenty eight) days or

such extension as the parties may agree. The adjudicator shall act impartially and be able to take the initiative in ascertaining the facts and the law. His decision shall be binding (and must be implemented) until a dispute is finally determined by legal proceedings, arbitration or agreement.

**20. Severability**

If any provision under this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence negotiations in good faith to remedy such invalidity.

**21. Waiver**

The failure of either party to seek redress for violations, or to insist upon strict performance of any term, condition or provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the terms, conditions or provisions of the Agreement shall be effective unless it is agreed in writing and communicated to the other party.

**22. No Partnership**

Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other.

**23. Survival**

The following clauses shall survive the termination or expiry of this Agreement:  
5 : 9 : 11 : 12 : 15 : 22 : 24 : 25

**24. Entire Agreement**

This Agreement, together with any documents expressed to be incorporated therein, constitutes the entire understanding between the parties relating to the subject matter of the Agreement, and supersedes all prior writings, negotiations or understanding with respect thereto.

**25. Governing Law**

This Agreement shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the courts of England and Wales.