

## STANDARD CONDITIONS OF SALE

### 1. INTRODUCTION

These conditions shall form part of every contract of sale entered by Connectus Group Ltd ("the Company") to the exclusion of all other terms and conditions including any which the Customer may propose. These conditions may not be varied except in writing signed by an officer of the Company. No Contract comes into force until the Company, has received the Customer's Purchase Order, issues a written acceptance to the Customer pursuant to these Conditions of Sale.

### 2. DEFINITIONS AND INTERPRETATION

**Throughout the Terms and Conditions ("Conditions") unless the context or circumstances otherwise require the following words or expression shall have the meaning assigned to them below. Other words or expressions shall have their usual meanings.**

The headings in these Terms and Conditions are for convenience only and shall not affect their construction.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

**"Customer"** means the person, firm or company buying or agreeing to buy the Goods and/or Services from the Company.

**"Contract"** means the contract for supply of Goods and/or Services and comprises the Company's written acknowledgement of the Customer's order, those parts of any design or instruction given by the Customer which have been expressly accepted by the Company in writing (if applicable), the Scheduled Sales Order Agreement (if applicable), and these Conditions of Sale.

**"Goods"** means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).

**"Customer Documentation"** means any documents, plans or other materials or specifications and any data or other information provided by the Customer in whatever format relating to the Goods and/or Services.

**"Company Documentation"** means any documents, plans or other materials or specifications and any data or other information provided by the Company in whatever format relating to the Goods and/or Services.

**"Services"** means (if applicable) any delivery, design, manufacture, advice, installation or maintenance and support services provided by the Company or its subcontractors.

**"Service Demarcation point"** The defined socket, equipment, port, location of device to which the Company delivers and supports the Service. This is defined on the order and pointed out to the Customer upon acceptance of the service.

**"Purchase Order"** means the Customer's Purchase Order issued to the Company to confirm acceptance of the Company's quotation.

### 3. VALIDITY AND ACCEPTANCE

(a) Unless previously withdrawn, the Company's quotation is open for acceptance for the period stated, or if no period is stated, 30 days. All orders must be in writing or by email and are subject to the Company's acceptance in writing. The Customer must ensure that the terms of its order and any applicable Customer Documentation are complete and accurate.

(b) Any representations or warranties made or given by the Company or anyone on the Company's behalf prior to the Company's acceptance of an order and not contained in the Company's written quotation are hereby expressly excluded.

(c) All orders are accepted subject to the availability of Products, installation survey necessary to ascertain installation requirements to the property, the ability of the Company to provide Services to the location defined by the Customer on the Order and to these Terms and Conditions.

(d) All quotations are made subject to availability of the Goods or materials on receipt of the order.

### 4. SPECIFICATIONS

(a) All descriptive and shipping specifications, estimates, drawings and particulars of weights and dimensions supplied by the Company are approximate only and the descriptions and illustrations contained in its catalogues, price lists and other marketing materials are intended merely to present a general idea of the goods described therein, unless otherwise stated. The Company reserves the right to change its marketing materials from time to time without notice to the Customer.

(b) The Company may correct any typographical or other errors or omissions in any marketing materials, quotation, written acknowledgement of the Customer's order, or other document relating to the provision of the Goods and/or Services without any liability to the Customer.

(c) Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and/or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

### 5. SERVICES AND/OR GOODS

(a) Where the Company has undertaken to provide any Services to the Customer, the Company shall provide the Services and/or Goods subject to these Conditions. Any changes or additions to the Services must be agreed in writing by the Company and the Customer may be charged extra.

(b) The Customer shall at its own expense supply the Company with all necessary documents, plans or other materials, and all necessary data or other information relating to the Services and/or Goods, within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Customer Documentation.

(c) The Customer shall at its own expense retain duplicate copies of all Input material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Company Documentation shall be at the sole risk of the Customer from the time of delivery to or to the order of the Customer.

(d) The Services and/or Goods shall be provided using reasonable care and skill and as far as reasonably possible in accordance with the Company Documentation, subject to these Conditions.

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- (e) The Company may at any time without notifying the Customer make any changes to the Services and/or Goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services and/or Goods.
- (f) The property and any copyright or other intellectual property rights in:
  - (i) any Customer Documentation shall belong to the Customer;
  - (ii) any Company Documentation shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company, subject only to the right of the Customer to use the Company Documentation for the purposes of utilising the Services and/or Goods.
- (g) The Customer warrants that any Customer Documentation and its use by the Company for the provision of Services and/or Goods will not infringe the copyright or other rights of any third party, and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.
- (h) The Company warrants that any Company Documentation and its use by the Customer for the purposes of utilising the Services and/or Goods will not infringe the copyright or other rights of any third party, and the Company shall indemnify the Customer against any loss, damages, costs, expenses or other claims arising from any such infringement.
- (i) Where the Company supplies in connection with the provision of the Services and/or Goods, any Goods (including Company Documentation) supplied by a third party to the Company, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the Services and/or Goods to the Company.
- (j) The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Customer Documentation or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non- arrival, or any other fault of the Customer.
- (k) The Customer shall provide the Company or its subcontractors or agents full and proper access to the Customer's site for the Company or its sub-contractors or agents to perform the Services and/or Goods and shall not hinder said performance in any way.
- (l) The Customer hereby consents to our intermittent monitoring of the Services (whether authorised by statute or other legislation or otherwise) to ensure lawful use of the Services.
- (m) When the Customer is issued with a password to access the Products and Services, they shall take all reasonable steps to keep such password private and confidential and ensure that it does not become known to other persons. If the password becomes known to any other person, the Customer will immediately inform the Company and the password will immediately be changed. The Company may

change the Customer's password from time to time at their discretion without prior notice.

- (n) The Company shall be responsible for provision of the Service up to and including the Service Demarcation Point. The Company shall inform the Customer of this obligation and the relevant location of the Service Demarcation Point at the time of commissioning and acceptance of the Service by the Customer.
- (o) The Customer is responsible for the installation, configuration, performance, maintenance and use of the Service beyond the Service Demarcation Point.

### 6. SUBSTITUTION

In the event of a shortage of hardware or component parts or software specified in the contract for use in the supply of Goods the Company shall be entitled to substitute such other hardware or component parts or software specified as it shall consider reasonably fit for such purpose.

In the event of a shortage of Company or sub-contractor personnel specified in the contract for use in the provision of Services the Company shall be entitled to substitute such other Company or sub-contractor personnel as it shall consider suitably qualified and equipped for such purpose.

### 7. PRICES

- (a) Except where agreed in writing to the contrary, all prices quoted by the Company exclude carriage which shall be charged in addition.
- (b) All prices are subject to revision at any time (including after the Company has acknowledged the Customer's order) in the event of any increase in cost caused by circumstances beyond the Company's control and the Company reserves the right to charge such revised prices for Goods and/or Services affected by the increase and remaining to be delivered.
- (c) The Customer shall be liable for extra charges required because of its instructions, lack of instructions, the inaccuracy of any Customer Documentation or any other cause attributable to the Customer.
- (d) Any prices quoted exclude UK Value added Tax (VAT) which shall be levied at the rate applicable at the invoice tax point.

### 8. PAYMENT

Provided the Services and/or Goods shall have been supplied by the Company in accordance with the contract the Customer shall unless otherwise agreed in writing pay the invoiced amount within 30 days from the invoice date for the Services and/or Goods as described below. Time for payment shall be of the essence.

#### Payment for Services

1. Payment for consultancy or professional services shall be due monthly in arrears on the last day of the period (due date) unless otherwise agreed in writing. The Company shall raise an invoice on or after the due date.
2. Payment for support or maintenance services shall be due quarterly or annually in advance (due date) as described in the company quotation. The Company shall raise an invoice on or after the due date.

#### Payment for Goods

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1. Payment of 85% of the value of the Goods shall become due on the date that the Customer purchase order is accepted by the Company (due date).
2. Payment of 15% of the value of the Goods shall become due on the latter of the date on completion of an identified package of work or upon delivery of an item by the Company (due date).

In the event of any delay in payment the Company shall be entitled to charge interest at 4% over Bank of England minimum lending rate from time to time, accruing daily until payment is made, whether before or after any judgment. During any such period of default and at any time when the Company shall have reasonable grounds for doubting that payment will be made on the due date the Company shall be entitled to withhold deliveries on all contracts with the Customer without prejudice to its right to payment for Services and/or Goods and delivered and for work undertaken and expenses incurred in connection with undelivered Services and/or Goods which shall become immediately due and payable on demand.

The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise except for agreed service credits.

The Company have the right to amend our Standard Charges. Any changes will be advised in writing with 90 days' notice.

If any Customer's account goes into an unreasonable overdue state, The Company reserve the right to contact a 3rd party collections agency to pursue and collect monies owing to us on our behalf. We also reserve the right to add any extra costs/charges incurred for following this route to the outstanding balance owing.

### 9. TERMINATION AND CANCELLATION

- (a) Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any material breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- (b) No order for Services and/or Goods which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

### 10. TITLE

The Company shall retain title to Goods until payment is made in full in cleared funds in respect of all Contracts.

### 12. RISK

Risk in the Goods shall pass to the Customer on delivery. If the Customer fails to take delivery or has not provided appropriate instructions, documents or authorisations, risk will pass when delivery is tendered.

### 13. DELIVERY

Delivery dates are estimated only and not guaranteed and are not of the essence. The Company will endeavour to meet the Customer's delivery requirements but shall not be liable for any loss or damage whether direct, indirect, consequential or otherwise (all of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) caused by the delay in delivery. Any liability of the Company for non-delivery of the Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Goods and/or Services.

- (a) The Company may deliver the Goods and/or Services to the Customer's premises or may agree to deliver the Goods and/or Services direct to the site of any third party.
- (b) Upon the Company notifying the Customer that the Goods are ready for collection or tendering delivery of the Goods the Customer shall agree to accept delivery of the Goods forthwith. If the Company has agreed to deliver the Goods and the Customer shall fail to give proper delivery instructions or to accept delivery as aforesaid it shall be liable for all costs incurred by the Company as a result of such failure (including without limitation storage and insurance) which shall become immediately due and payable on demand but such liability shall not affect its obligation to purchase the Goods or the right of the Company to damages for breach of such obligation.
- (c) Where the Goods and/or Services are to be delivered in instalments, a failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- (d) The Company is not responsible or liable for any third-party charges from other organisations which may be incurred by the Customer while using the Services. The Customer shall indemnify the Company for any claims or charges made against The Company in respect of any such costs incurred.

### 14. DAMAGE TO GOODS IN TRANSIT

- (a) The Company shall have no liability in respect of Goods lost or damaged in transit unless the Customer or its agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to the Company and the carrier within three days of delivery or such shorter period as may be required by the carrier's conditions of carriage.
- (b) The Company's liability in respect of Goods lost or damaged in transit shall be limited to repairing or replacing such Goods at the Company's option.

### 15. GUARANTEE

- (a) All Goods sold by the Company shall be of satisfactory quality but shall not be sold as fit for any particular purpose unless the Customer shall have informed the Company in writing that it is relying upon the Company's skill and judgment and the Company shall have accepted such stipulation in writing.
- (b) The Company will repair or replace, at the Company's option, any of the Goods or parts thereof in respect of which any defects arise solely from faulty materials or workmanship or (subject to Clause 6 (Substitution) above) from the Company's failure to supply Goods of the quality

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or specification ordered provided that such defects are notified promptly to the Company in writing within the published manufacturer's warranty period and as follows:

- i. that in the case of defects which would have been apparent to the Customer on reasonable examination of the Goods on delivery the Customer shall notify the Company of the defects in writing within three days of the date of delivery.
- ii. that in the case of any other defects the Customer shall notify the Company of the defects in writing within three days of the date when the defects become apparent and
- iii. in respect of 15. (b) (i) and (ii) above, that the defective Goods are promptly returned carriage paid.
- iv. Except insofar as any statute provides to the contrary the undertakings contained in the preceding paragraphs of this Clause are given in lieu of and to the exclusion of all conditions, warranties and representations whether express or implied by statute or otherwise as to the quality of the Goods or their fitness for any particular purpose or otherwise and the Company shall have no liability in respect of the Goods and/or Services save as provided in paragraph (b) of this Clause.

### 16. LIMITATION OF LIABILITY

- a) Except as expressly provided in these Conditions, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Goods and/or Services or their use by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Goods and/or Services, except as expressly provided in these Conditions of Sale.
- b) Nothing in these Conditions of Sale will exclude or limit the Company's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

### 17. INDEMNITY

Except insofar as any statute provides to the contrary, the Company shall not be responsible for any loss or damage suffered by any third party caused directly or indirectly by the Goods and/or Services whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise and the Customer shall indemnify the Company from any claim arising from any such loss or damage.

### 18. USE OF INFORMATION

All information supplied by the Company shall be treated as confidential and shall not be disclosed or used otherwise than for satisfying the requirement of the Contract. Similarly, any written material or drawings supplied by the Company shall remain subject to the Company's copyright and shall not be copied or used for any purpose other than satisfying the requirements of the Contract. The Customer shall promptly return, when requested by the Company, all written materials and drawings so supplied.

### 19. DATA PROTECTION

- (a) The provisions of this Condition shall apply only to the extent that Personal Data (as defined below) is provided by the Customer to the Company or otherwise acquired by the Company in relation to the Contract.
- (b) In this Condition, the following terms shall have the following meanings:
 

"Data Controller", "Data Subject", "Personal Data" "Data Processor" and "processing" shall have the meanings ascribed to them in Regulation (EU)2016/679 or any subsequent legislation in relation thereto ("The Regulation") and derivative expressions shall be construed accordingly;

"Data Protection Legislation" shall mean collectively the Regulation and applicable local legislation, which includes in respect of Personal Data originating in the UK, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Computer Misuse Act 1990 and the Regulation of Investigatory Powers Act 2000; and
- (c) The Parties acknowledge that the Customer is the Data Controller and the Company is the Data Processor in respect of all Personal Data processed by the Company for the Contract and the Customer alone as Data Controller shall determine the purposes for which and the manner in which such Personal Data will be processed by the Company.
- (d) Without prejudice any other right of audit that the Customer may have, the Company shall, upon the Customer giving reasonable notice, allow the Customer or its nominated representatives such access to its (and its agents', subsidiaries' and subcontractors') premises, facilities, equipment, information and records as may be reasonably required by the Customer from time to time to assess the Company's and/or Company's personnel compliance with this condition.
- (e) The Company shall:
  1. take all reasonable precautions to protect the Data Controller's Personal Data and help them in meeting their legal obligations under prevailing Data Protection Legislation;
  2. submit to audits and inspections providing the Data Controller with whatever information it needs to ensure both the Data Controller and the Data Processor are meeting their obligations under Article 28 of The Regulation and the relevant sections of Data Protection Legislation;
  3. process the Personal Data only on and in accordance with the written instructions of the Customer and to the extent necessary for the proper performance of the Contract and shall not process the Personal Data for any other purpose;
  4. maintain records of all processing requested by the Customer;
  5. not modify, amend or alter the contents of the Personal Data except as required or permitted by the Contract or with the Customer's prior written consent;

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6. implement the appropriate technical and organisational measures (including, where relevant, those prescribed elsewhere in the Contract) to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing;
7. ensure that it takes reasonable steps to ensure the reliability of any of the Company personnel who have access to the Personal Data; that only those Company personnel who need to have access to the Personal Data are granted access to it; that such access is granted only for the purposes of the proper performance of the Contract; and that the Company personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition;
8. notify the Customer forthwith, and in any event, no later than 12 hours from the time it comes to the Company's attention, that any Personal Data has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful form of processing;
9. co-operate fully with the Customer in the event of a Data Breach in providing all relevant information necessary for the Breach Report to the Information Commissioners Office;
10. notify the Customer within 7 days of receipt by it of a request or notice from any Data Subject to have access to that person's Personal Data held by it; and provide the Customer with full co-operation and assistance in relation to any complaint or request, including providing the Customer with any relevant Personal Data it holds, within the timescales provided by the request or notice or as otherwise required by the Customer;
11. not retain the Personal Data for longer than is necessary to properly perform the Contract and upon expiry of the Contract for whatever reason, or at any other time at the Customer's request, securely destroy or immediately return to the Customer all the Personal Data and certify that no copies have been made or retained by the Company or any third party acting on its behalf, provided that such secure destruction or return does not prevent the Company from fulfilling its obligations under the Contract; and
12. comply with all Data Protection Legislation.

### 20. NO AGENCY

Nothing in these conditions 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, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

### 21. THIRD PARTIES

The parties do not intend that any term of the Contract will be enforceable by the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

### 22. FORCE MAJEURE

The Company nor the Customer shall be liable for any delay in performing its obligations as a result of any circumstances beyond its reasonable control – "Force Majeure"; such as but

without limitation to lightning, flood, exceptionally severe weather, fire, act of God, explosion, war, terrorism, civil disorder, strike, industrial dispute (whether or not involving employees of either party), malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation direction, accident, third party interference, actions or omissions of 3rd party providers.

### 23. DISPUTE RESOLUTION

If any dispute or difference shall arise between the parties in connection with or arising out of the contact which cannot be settled amicably between the parties, then either party shall give to the other 14 days' written notice to such effect and such dispute or difference shall be referred to a single arbitrator agreed between the parties within 14 days of the date of the said written notice, or in default of agreement, as may be nominated by the President for the time being of the Chartered Institute of Arbitrators.

### 23. NOTICES

All notices required or permitted to be sent under this Contract must be sent by nationally-recognised overnight mail service or served personally to the Company or Customer, at their respective addresses. Notices will be effective when received or, if not received because of some fault of the addressee, when tendered. Notwithstanding the foregoing, notices of price change, new products, or other ordinary course announcements may be delivered electronically.

### 24. GENERAL

- a) The contract shall be governed by English law and the English courts shall have Jurisdiction to determine any dispute between the parties in connection with this Contract.
- b) The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except as stated herein. All other terms and conditions, express or implied by statute or otherwise, are excluded fully permitted by law.
- c) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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.
- d) The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- e) The Company may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its obligations under the Contract to any third party or agent.
- f) No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- g) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.