

### RECITAL

The Company has agreed to supply and install certain equipment for the Customer upon the terms and conditions below:

#### 1. DEFINITIONS

##### 1.1. In these terms and conditions: -

Authorized Representative means any employee of the Company authorised from time to time by the Directors of the company to enter contracts on its behalf; the Company means Project Skills Solutions Ltd. (Company Number 5262497); the Customer means the person/firm/company who accepts a quotation of the Company for the sales of Goods / Services or whose order for Goods / Services is accepted by the Company.

Goods / Services mean all equipment, Services, materials, and other items to be supplied under the contract.

Conditions means the standard terms and conditions agreed in Writing between the Customer and the Company.

Contract means the contract for sale and purchase for the Goods / Services made between the Company and the Customer to which these conditions apply; The Location means the building in which the equipment is to be installed by agreement of the Company and the Customer.

Maintenance Agreement means an agreement (if any) between the Company and Customer for the Company to maintain the Goods / Services. Normal Business Hours will be Monday to Friday 8am to 5pm excluding public holidays.

Services means the delivery, installation and all other services conducted by the Company for the Customer:

Writing includes e-mail and comparable means of communication.

Warranty means those warranties contained within these conditions given by the Company to the Customer in respect of the Goods / Services or any part of them.

##### 1.2 The heading in the Conditions is for convenience only and shall not affect their interpretation.

#### 2. BASIS OF SALE

##### 2.1. The Company shall sell, deliver and, if agreed between the parties, install at the Location and the Customer shall purchase the Goods / Services in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the customer.

##### 2.2. Any quotation issued by the Company shall only be valid and capable of acceptance by the Customer if signed on behalf of the Company as follows:

2.2.1 Quotations not exceeding a sum of £5,000 may be disseminated by personnel duly authorized for such actions.

2.2.2 For quotations amounting to £5,000 or greater, authorization to be obtained from a director of the pertinent department within the company prior to issuance.

##### 2.3. The acceptance by the Company of any written order placed by the Customer with the Company will only be valid if signed on behalf of the Company as follows.

2.3.1 For new clientele, particularly local governing bodies: The requisite procurement document shall be formatted as a Portable Document Format (PDF) with the official letterhead of the purchasing entity. This document must bear the signature of an individual duly authorized to act on behalf of the said customer.

##### 2.3.2 With respect to Preventive Planned Maintenance (PPM) contracts:

2.3.2.1. A framework agreement shall be executed by a duly authorized representative of the customer and a similarly authorized representative of the Company. Renewal of this agreement shall be initiated and finalized prior to its expiration.

2.3.2.2. The primary contract, pertaining to the stipulated services or deliverables, shall also necessitate the signatures of authorized representatives from both the customer and the Company. It is imperative that renewal procedures commence and conclude prior to the termination of the existing contract.

##### 2.4. The terms of any quotation given by the Company to the Customer shall be open to acceptance by the Customer 30 days from the date upon which the quotation is given.

##### 2.5. The Company reserves the right to withdraw or revise the terms of the quotation to the Customer.

##### 2.6. In cases where the Contract includes the provision of the hire of the services of permanent or temporary employees of the Company to the Customer the following provisions of this Clause shall apply:

2.6.1. The Customer requests the Company not to engage any Employee of the Company for a period of twelve months from the date of completion of the Services. For the purposes of this sub-clause Employee shall mean any employee of the Company who shall have been employed for any period at any time in the twelve months prior to the completion of the Services.

2.6.2. If the Customer shall engage any Employee of the Company the Customer shall forthwith notify the Company of such engagement and shall pay the Company a commission of twenty per cent (20%) of the first year's salary paid to such Employee by the Customer to the Company within 28 days of the commencement of such engagement.

2.6.3. For the purpose of this sub-clause Engage shall (without prejudice to the generality of that word) include engagements on a temporary, permanent, or self-employed basis, and shall.

Include the supply of the services of such employees to the Customer whether directly or indirectly through an agency or other third party and any other arrangements for the provision of the services of such staff to the Customer or any associated company or operation of the Customer.

2.7. In cases where the Contract includes the provision of services by the Company to the Customer shall make available to the Company safe and secure storage facilities for any equipment and/or Goods / Services required by the Company to undertake the Services.

2.8. Any Quotation has been (or will be) prepared by the Company on the assumption that the Services will be conducted on premises free from asbestos and other harmful or deleterious substances or materials. The Customer is required to notify the Company prior to any acceptance of the Company's Tender of the existence of any such substances on the premises at which the Services are to be undertaken. If such substances are present, the Company reserves the right to amend the details of its Tender to take account of any additional Good/Services necessitated or expenses incurred by the Company because of the presence of such substances.

#### 3.0 ORDERS

3.1. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order. If the works have a specification to which our supplied Goods / Services or installation must comply with this must be provided at the quotation stage. Specifications cannot be used as a cause of non-compliance or reason for nonpayment if not supplied and agreed at quotation. Applicable specifications submitted by the Customer are deemed correct and the Company will not be liable for any defect or loss caused by such an inaccuracy.

3.2. The Company reserves the right to make any changes in the specification of the Goods / Services which are required to conform to any applicable safety or other statutory requirements.

3.3. Unless otherwise specified all plans, drawings and illustrations issued by the Company are only approximate and are intended to give an indication of the Goods / Services to which they refer.

3.4. Where the Services to be undertaken by the Company call for the installation of cabling on a route specified by the Customer the Customer shall be responsible for approving the route prior to commencement of the Services by the Company and shall be responsible for and bear the cost of blocked or collapsed ducts or the reinstatement of the building through which such cabling is routed to the condition it was prior to commencement of the Services. In approving the route, the Customer shall have sole responsibility for ensuring that the route chosen is authorised by any external authority and does not interfere with the supply of services (including, without limitation, water, electricity, telephone and gas) to the building or cause structural or other damage to such building and complies with the relevant health and safety regulations.

3.5. Where the Services to be undertaken by the Company include the installation of cabling, the Company reserve the right in its sole discretion to alter and / vary the method of such installation or the route specified for the cabling whether in question or otherwise at any time during the Contract.

3.6. The installation team detailed in any quotation are the Company's proposed team. The Company reserves the right to change in whole or part the proposed installation team prior to award of the Contract. The Company also reserves the right during the Contract from time to time to make change in whole or in part the installation team, save always that the Company will inform the Customer prior to making the changes.

3.7. Any budgetary quotation is issued by the Company for guidance only to enable the Customer to calculate a budget and should not be regarded as an accurate statement as to the price for conducting the Services. The Company shall have no liability arising directly or consequently out of accuracy or otherwise of any such quotation.

3.8. Should any additional items or Services be necessary, or Goods / Services be required during a Contract, these shall be charged for by the Company either on a time and materials basis or quoted for as an addition to the quoted price for the Goods / Services. Instructions for any additional

- Goods / Services must be in writing and signed by an authorized representative of the Customer.
- 3.9. The Company reserves the right to substitute Goods / Services of a comparable or higher quality or standard to any Goods / Services specified in any quotation or order from the Customer if at any time during the Contract substitution of such Goods / Services is necessary in the Company's opinion to perform the Contract.
4. PRICE OF GOODS / SERVICES
- 4.1. Subject to sub-clauses 4.2, 4.3 and 4.4, below the price of Goods / Services shall be the Company's quoted price.
- 4.2. The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of Goods / Services to reflect:
- 4.2.1. An increase more than 10% in the cost to the Company of completing the Services in the period up to completion of the Services which is due to any factor beyond the control of the Company (such as, without limitation, alteration of duties, currency regulation, increase in the costs of labour, materials or other costs of manufacture)
- 4.2.2. Any change in delivery dates, quantities or specifications for the Goods / Services which is requested by the Customer, or any delay caused by instructions to the Customer or failure by the Customer to give the Company adequate information or instructions.
- 4.3. Unless stated in any quotation the price of the Goods / Services shall exclude the following which shall be paid in addition by the Customer to the Company:
- 4.3.1. Any commission payable by the Company to any main contractor engaged by the Customer.
- 4.3.2. The cost of the installation of any cabling facilities including, without limitation, trunking, tray-works, or ducts.
- 4.3.3. The cost of supplying any of the Goods / Services or undertaking any of the Services outside the Normal Business Hours of the Company at the request of the Customer, and which shall be charged at whatever rate has been agreed between the Company and the Customer and,
- 4.3.4. Any additional costs unforeseen by the Company at the time of the giving of any quotation or the acceptance of any order form from the Customer and which are incurred by the Company because of the failure or delay of any third party in supplying the Goods / Services or any part thereof to the Company.
- 4.4. The price is exclusive of any applicable Value Added Tax, which the Customer shall be additionally liable to pay to the Company at the date of invoice. Except for the below:
- 4.4.1 Under the CIS VAT reverse charge mechanism, the recipient of specified construction services, rather than the provider, is legally obligated to account for and remit the VAT directly to HMRC, pursuant to regulations instituted to mitigate VAT fraud within the construction industry.
5. TERMS OF PAYMENT
- All clients are credit checked at the first contact and will have a trading limit set to the company. This may require payment in advance or on completion of the works. Companies will be monitored throughout the delivery of services and will be required to reduce their balance immediately if it exceeds the limit.
- 5.1. The Company may issue for the price of the Goods / Services / as follows in accordance with the payment terms stipulated herein:
- 5.1.1 For amounts not exceeding £5,000, the entirety of the payment, being 100% of the total sum, shall be invoiced in advance of any services rendered or goods delivered.
- 5.1.2 For amounts exceeding £5,000 but not surpassing £15,000, an initial payment constituting 50% of the total sum shall be made in advance. The outstanding balance shall be due and payable upon the satisfactory completion of the services or delivery of goods.
- 5.1.2 For sums in excess of £15,000, a preliminary payment amounting to 30% of the total sum shall be remitted upfront. Subsequent payments shall be structured in stages, the specifics of which shall be determined and agreed upon by both parties in a separate agreement or addendum to these terms and conditions.
- 5.2. In every instance, the Customer is obligated to remit payment for the Goods/Services in accordance with the payment terms agreed upon at the time of sale (e.g., immediate, 7 days, 30 days, 60 days), regardless of whether delivery has occurred or the title in the Goods/Services has been transferred to the Customer.
- 5.3. If the Customer fails to make a payment on the due date, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to :-
- 5.3.1 Cancel the Contract or suspend any further deliveries to the Customer, and
- 5.3.2 Charge to the Customer interest (both before and after and judgment) on the amount unpaid at the rate of 3 per cent per month above National Westminster Bank Plc base rate from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest)
- 5.4. If in the opinion of the Company, the Customers credit worthiness shall have deteriorated prior to the delivery of the Goods / Services the Company reserves the right to request full or partial payment of the price of the Goods / Services or security for the same from the Customer in a form acceptable to the Company prior to the delivery of the Goods / Services.
- 5.5 If the supplied goods/ services value exceeds the trading limit of the client the client agrees to make immediate payment to reduce the balance below the trading balance.
6. DELIVERY
- 6.1. Any dates quoted for the delivery of the Goods / Services are approximate only and so do not form any part of the Contract and the Company shall not be liable for any delay in delivery of the Goods / Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. Subject to prior agreement by the Customer the Goods / Services may be delivered by the Company in advance of the quoted delivery date to the Customer.
- 6.2. If the Company fails to deliver the Goods / Services for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall subject to any agreement to the contrary between the Company and the Customer be limited to the price of the Goods / Services as stated in the relevant invoice or contract.
7. RISK AND PROPERTY
- 7.1. Notwithstanding delivery and the passing of risk in the Goods / Services, or any other provision of these Conditions, the property in the Goods / Services shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods / Services and all other Goods / Services agreed to be sold by the Company to the Customer for which payment is then due:
- 7.1.1. However, risk damage to or loss of the Goods / Services shall pass to the Customer in the case of Goods / Services to be delivered at Customer's premises, at that time or
- 7.1.2. In the case of Goods / Services where the Customer wrongly fails to take delivery of the Goods / Services, the time when the Company has tendered delivery of the Goods / Services.
- 7.2. Until such time as the property in the Goods / Services passes to the Customer the Customer shall hold the Goods / Services as the Company's fiduciary agent and shall keep the Goods / Services separate from those of the Customer and third parties and safely stored, protected, and insured and identified as the Company's property.
- 7.3. Until such time as the property in the Goods / Services passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Goods / Services to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer where the Goods / Services are stored and repossess the Goods / Services PROVIDED THAT the Goods / Services may be removed practically from the Customer's premises and separately identifiable. This right shall be valid even if the Contract has for any reason been terminated and does not jeopardize any accrued rights of the Company thereafter.
- 7.4. The Customer shall not be entitled to sell or pledge or in any way charge by way of security for any indebtedness any of the Goods / Services which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 7.5. The use or acquisition of the software used by the Company by the Customer shall not operate to transfer the ownership of the copyright or any other intellectual property rights in the software or any related documentation to the Customer or to any third party.
8. CUSTOMER OBLIGATIONS
- 8.1. The Customer undertakes to provide the Company promptly with any information, including on internal Health and Safety matters, that the Company may reasonably require from time to time to enable the Company to proceed uninterruptedly with the performance of its obligations under this agreement.
- 8.2. The Customer shall, for the purposes of this Agreement, afford to the employees of the Company during normal working hours full and safe access to the Location and shall provide adequate free working space and such other facilities (including storage space and a vehicle parking area) as may be necessary for the Company to undertake the Services including, without limitation, the installation of the Goods / Services.
- 8.3. The customer shall notify the company of any access restrictions that will not allow vehicular access to the cable termination or installation site. The company has the right to amend the costs if they can conduct the works without vehicular access for all additional labour and equipment in transporting equipment to the termination site. If the company's representative on site believes that the works cannot be conducted to a satisfactory standard, then the company has the right to charge the customer for all charges incurred for Goods / Services and installation labour for the aborted visit.
- 8.4. The Customer shall notify the Company in writing on or before the commencement of the Services of the name of the person who shall function as the sole contact point for the Customer during the period that the Services are conducted.

- 8.5. If the customer has installed cabling or equipment or has an existing network, they are required to produce the necessary results, certificates etc. before the company conducts the required work. If the customer does not produce results and any faults are found, then the company accepts no responsibility for the faults and the customer will be liable for any remedial works required and or abortive visit cost to the company.
- 8.6. The customer shall notify the company if the contract is to be managed by a main contractor/ Building manager and any specific requirements to gain access or to commence works, permits, inductions and acceptance of submitted health and safety documentation in advance of our attendance on site. Any delays in commencement of works will be chargeable in the form of standing time or aborted visits.
- 8.7. The customer agrees that all deviations and variations conducted under verbal instruction by the customer or representative to the original quoted works will be chargeable. If these cause the installation period to increase, the company reserves the right to reschedule and is under no obligation to continue work outside the original duration.
9. POST DELIVERY TESTS
- 9.1. The Company shall, within 14 days after the Goods / Services have been installed, submit standard installation tests to ensure the Goods / Services and every part thereof is in full working order. The Company shall supply the Customer copies of the results of the Installation Tests (subject to payment being received).
- 9.2. If any part of the Goods / Services fails to pass the Installation Tests then, if required by the Customer, the Installation Tests shall be repeated on such part of the Goods / Services within a reasonable time thereafter.
- 9.3. The Customer or its authorised representative is required to attend the Installation Tests to witness the tests and on completion sign the customer acceptance document. The Company shall give the Customer notice, where possible, of the date and time at which the Company proposes to conduct the Installation Tests. In the event of work being 1 day or less, reactive callouts & repairs then the client is advised that testing will take place at the time onsite and without notice. If the Customer or its authorised representative not attending the Installation Tests at such time the Company reserves the right to proceed with the Installation Tests which will then be deemed to have been conducted in the presence of the Customer and the results thereof accepted by the Customer.
- 9.4. Once the Goods / Services and every part thereof has successfully passed the Installation Tests the Goods / Services shall be accepted by the Customer as complete and to the Customers satisfaction and the Customer shall, as required by the Company, sign a Job Report Sheet which is available upon request.
- 9.5. Any Maintenance Agreement, if entered between the Customer and Company under separate cover, will begin and all final invoices will be issued when the equipment successfully passes the Installation Tests.
- 9.6. Where the Services are agreed to be phased the Company may nominate to have an Installation Test within 14 days of each stage of the installation of the Goods / Services. Upon successfully passing the Installation Test the Customer will accept the Goods / Services for each phase in accordance with Clause 9.4 and any Warranty or Maintenance Agreement will commence for the Goods / Services installed at that phase.
10. EXCLUSION OF LIABILITY
- 10.1. The Company shall be under no liability in respect of any defect in the Goods / Services arising from any drawing, design or specification supplied by the Customer.
- 10.2. The Company shall be under no liability in respect of any defect arising from wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's or manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Goods / Services without the Company's or manufacturers approval.
- 10.3. The Company shall be under no liability in respect of any Warranty, or any other warranty, condition or guarantee given or implied if the total price of the Goods / Services has not been paid (other than any retention agreed between the Company and the Customer) by the due date for payment.
- 10.4. The company shall be under no liability in respect of costs required to make equipment, cables etc. accessible due to the customers installation required method restricting access through burial or restricted access to carryout repairs due to failure or defect during or after the installation is complete.
- 10.5. The Company shall be under no liability in respect of parts, materials, or equipment in respect of which the Customer shall be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer thereof to the Company.
- 10.6. The Company shall be under no liability in respect of the installation of any Goods / Services in accordance with the designs made by the Company that comply with any instructions, training and performance specification provided by the manufacturers of any software and hardware equipment comprised in the Goods / Services where such manufacturer's instructions, training or performance specifications were incorrect or misleading.
- 10.7. Subject as expressly provided in these conditions these Conditions and expect where the Goods / Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest permitted by law.
- 10.8. Where the Goods / Services are sold under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.
- 10.9. Any claim by the Customer which is based on any defect in the quality or condition of the Goods / Services or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 21 days of the Installation Test made by the Company and notified to the Company (where the defect or failure was not apparent on reasonable inspection) within 21 days of the discovery of the defect or failure. If Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods / Services and the Company shall not be liable for such defect or failure, and the Customer shall be bound to pay the price as if the Goods / Services have been delivered in accordance with the Contract.
- 10.10. Where any valid claim in respect of any of the Goods / Services which is based on any defect in the quality or condition of the Goods / Services or their failure to meet specification is notified to the Company in accordance with these conditions, the Company shall be entitled to replace the Goods / Services (or the part in question) or rectify any error or fault with the Goods / Services free of charge to the Customer.
- 10.11. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customers by reason of any representative, or any implied warranty, condition or other term, or duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit, additional costs or otherwise), cost expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods / Services and or their installation or their use or resale by the Customer, except as expressly provided in these conditions.
- 10.12. Unless otherwise agreed, the Company shall not be liable to the Customer or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods / Services, if any delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control; Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or any third party).
- 10.13. The Company shall not be liable for any delays in supplying the Goods / Services arising because of any delay in the delivery of Goods / Services, materials, and equipment to be provided by any supplier specified, or otherwise designated by the Customer its servants and/or agents.
- 10.14. In respect of any Goods / Services that are the subject of a software or hardware manufacturers guarantee or warranty in terms less favorable to the Company than the terms set out in this Clause 10 the Customer shall only be entitled to the benefit or warranty from the Company in the same terms as are given to the Company by such manufacturer and the terms of this Clause 10 shall be deemed to be modified accordingly.
11. INSOLVENCY OF CUSTOMER
- 11.1. This Clause applies if:
- 11.1.1. The Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order of (being an individual firm) becomes bankrupt (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 11.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property assets of the Customer; or
- 11.3. the Customer ceases, or threatened to cease, to continue business; or
- 11.4. the Company apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 11.2. If this clause applies, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Company, and if the Goods / Services have been delivered but not been paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
12. GENERAL
- 12.1. Any notice required or permitted to be given by either party to the other under these Conditions 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.
- 12.2. No waiver by the Company or 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.
- 12.3. 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 the Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.4. In the case of either party to the Contract failing to exercise or enforce any right conferred by the Contract this shall not be deemed to be a waiver of any such right nor shall it operate to bar the exercise of the enforcement of such right or at any time thereafter.

12.5 All drawings, designs, specifications, manuals, software, listings, object code or source code and business and other related information disclosed or delivered by the Company to the Customer are confidential and shall not be disclosed by the Customer to any third party without the Company's prior written consent.

12.6 In case of any conflict between the terms of these Conditions and any warranty given by the Company outside of these Conditions, these Conditions shall apply.

12.7 These terms and conditions shall in all respects be governed, construed, and interpreted in accordance with English Law. In the event of any disputes arising out of or in connection with the Contract the Company and the Customer hereby submit themselves to the jurisdiction of the English Courts.