

Theridion Limited
TERMS AND CONDITIONS of Business (the "Conditions")

1. DEFINITIONS

In these Conditions the following expressions have the meanings assigned next to them: -

Agreement	(a)	The Conditions, the Quotation, the Specification, the Customer's order for the Theridion system and the Company's acceptance in writing.
Theridion system	(b)	The system or equipment described in the Quotation and/or the Specification.
Company	(c)	Theridion Limited
Customer	(d)	the person/organisation named in the Quotation and/or Specification
Handover	(h)	the date the Company commissions the Theridion system.
Normal Working Hours	(e)	0900 - 1700 hours (Monday to Friday) except for bank and public holidays.
Premises	(f)	The postal address (or installation address if different) set out in the Quotation.
Quotation	(g)	The Company's written terms of supply for the Theridion system.
Specification	(h)	The Company's specification for the Theridion system.
Warranty Period	(i)	<u>Agreement type:</u> (a) supply, install, commission and service the Theridion system - : 12 months from date of Handover; (b) supply, install and commission, or supply and commission, the Theridion system - 90 days from date of Handover with an extended 12 months warranty on parts only from date of Handover; (c) supply of Theridion system: - : 12 months warranty on parts only from date of delivery.

2. WORKING CONDITIONS

- (a) Installation, commissioning and repairs under warranty will be carried out during Normal Working Hours, although it may be necessary to work outside those hours. Unless otherwise specifically agreed the Company does not carry out extraneous work, making good, redecoration, carpet laying, building or carpentry work etc.
- (b) The Company reserves the right to charge for work carried out outside Normal Working Hours, or alteration to the Specification required by the Customer or interruption or delays caused by the Customer, its employees, agents, customers or other trades during installation or commissioning.

3. THE CUSTOMER'S OBLIGATIONS

The Customer shall comply with the following obligations:

- (a) Obtain and pay for all consents which are required for the installation of the Theridion system including, for example, listed building consent for the erection of equipment. The Customer shall give to the Company access to the Premises at all reasonable times to enable the Company to carry out its obligations without interruption.
- (b) Advise the Company of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Premises of which the Customer is aware and confirm the location of such services to the Company's technician before work commences.
- (c) Accept delivery of and assume all risks in the Theridion system upon and from delivery of it to the Premises. In the event that the Customer fails to accept delivery of the Theridion system (or any part thereof) on the date of delivery, the Company shall be entitled to place the same in bond and the Customer shall pay the cost thereof against the Company's invoice. Ownership of the Theridion system remains with the Company and shall not pass to the Customer until the Company shall have received payment in full of the charges set out in the Quotation.
- (d) Notify the Company of any changes which affect or may affect the layout and/or operation of the Theridion system.
- (e) Notify the Company immediately if a defect appears in the Theridion system during the Warranty Period and permit the Company to take such steps as it shall consider necessary to remedy such defect.
- (f) Pay to the Company within 30 days of the date of the Company's invoice, the Company's charges set out in the Quotation without deduction or set off.
- (g) Indemnify the Company against all liability, which shall include all damages, costs and expenses suffered by it which results from:
- (i) death or injury to any employee, agent or subcontractor of the Company resulting from or in connection with the negligence of the Customer, his employees, agents or licensees or from breach by the Customer, his employees, agents or licensees, of his statutory duty under the Occupiers Liability Act 1957 or other statutory re-enactment from time to time in force; and
 - (ii) loss of or damage to any property of the Company, its employees, agents or subcontractors resulting from or in connection with the negligence of the Customer, his employees, agents or licensees; and
 - (iii) any action brought by a third party resulting from or in connection with any negligent act or omission of the Customer, his employees, agents or licensees.

4. THE COMPANY'S OBLIGATIONS

The Company shall comply with the following obligations:

- (a) Supply and/or install and/or commission the Theridion system within a reasonable time of the date of acceptance of the Quotation or as otherwise agreed by the Company in writing.
- (b) Make good by repair or at the Company's option by the supply of a replacement, defects in the Theridion system which are notified to the Company during the Warranty Period provided such defects are due to the Company's faulty materials or workmanship or the Theridion system not being in accordance with the Quotation and/or Specification. If the Theridion system has become defective for any other reason, such as accidental damage or failure by the Customer or his employees or agents to install, operate service or maintain it in accordance with the operating instructions, relevant British Standards or SSAIB Codes of Practice, then these defects will not be covered by this warranty.

This warranty is in addition to and does not affect the Customer's statutory rights.

5. THE COMPANY'S LIABILITY

The Company has no detailed knowledge of the nature or value of the contents of the Premises for which the Theridion system has been specified and in which the Theridion system is to be installed. The Customer does (or should) know the nature or value of the contents of the Premises, and agrees that since the potential loss or damage which the Customer might suffer is likely to be disproportionate to the sums that can reasonably be charged by the Company, and taking into consideration the opportunity afforded to the Customer to negotiate the terms of any limitation set out in Conditions 5(a) - (d) below, the Customer acknowledges that it is fair and reasonable for the Company to limit or exclude its liability. In particular, the Customer agrees and acknowledges that:-

- (i) it would be prudent for the Customer to insure against all loss which the Customer could suffer as a result of failure of the Theridion system to operate; and
 - (ii) the price of the Theridion system is quoted and agreed commercially and at arm's length on the basis of the Company's potential liability as set out below with the Customer having an opportunity to ask the Company to relax the provisions of the ensuing clauses of this Condition 5 subject to a suitable adjustment being made to the charges set out in the Quotation.
- (a) The Company accepts liability
- (i) for death or personal injury to the extent the same results from breach by the Company of its statutory duty (where the Company is strictly liable for such breach) or from any

- (ii) negligent act or omission of the Company;
 - (iii) arising out of any breach of the Company's obligations as to title implied by statute; where the Customer deals as a consumer, for any breach of any condition or warranty implied by statute as to the correspondence of the Theridion system with description or sample, or as to its quality or fitness for its normal purpose, or being fit for a particular purpose made known to the Company and acknowledged by it in writing; however, where the Customer does not deal as a consumer, the Company's liability for breach of any condition or warranty as set out above, shall be limited to the sum of £50,000 for any one claim or series of claims arising out of one event;
 - (iv) up to the sum of £250,000 where the Company's negligence or its failure to use reasonable skill and care in the provision of any services under the Agreement whilst working on the Premises causes damage to or destruction of the Premises or any other property;
 - (v) up to the sum of £50,000 (except where Condition 5(a) (iv) above applies), for any one claim or series of claims arising out of one event where the Company's negligence, breach of contract (including non-performance or inadequate performance by the Company) or misrepresentation causes loss of or damage to or destruction of the Premises or any other property.
- (b) Save as set out in Conditions 4(b) and 5(a) above:
- (i) All terms, warranties and conditions whether statutory, express or implied, and whether arising directly or collaterally, relating to sale by description or sample, or to the condition, quality or fitness of the Theridion system or any equipment comprised in it and/or as to the skill or care of the Company, its employees, agents or subcontractors relating to the supply or provision of any services, are excluded;
 - (ii) The Company shall not be liable to the Customer for its negligent acts or omissions or those of its employees, agents or subcontractors;
 - (iii) The Company shall not be liable to the Customer for any misrepresentation on the part of its employees, agents or subcontractors unless such misrepresentation is expressed in writing by the Company.
- (c) Under no circumstances (whatever the basis of any claim against the Company whether contract, tort (including negligence), misrepresentation or otherwise), except as provided in Conditions 5(a)(i) and 5(a)(ii) above, will the Company be liable for any consequential or indirect loss or for any loss of profit or business.
- (d) Except as provided in Conditions 5(a) (i) - (iv) above, (whatever the basis of any claim against the Company whether contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise), the Company's liability shall be limited to the sum of £50,000 for any one claim or series of claims arising out of one event.

6. GENERAL

- (a) Time for payment shall be of the essence. If the Customer fails to make any payment on its due date or if the Customer fails to comply with any of its obligations set out in the Agreement then the Company may suspend delivery of the Theridion system (or any part of it), and/or defer commissioning of the Theridion system and/or by 7 days' notice in writing terminate the Agreement.
- (b) The Company, if it shall terminate this Agreement by reason of the Customer's default under Condition 6(a) above, shall have the following rights:-
- (i) To repossess the Theridion system or any part of it and to remove the same from the Premises or other premises where it is kept. If the Company is denied access to such place in breach of the Agreement, the Customer shall deliver the Theridion system immediately to the Company's address.
 - (ii) To recover from the Customer all amounts due under the Agreement but unpaid, up to the date of termination, including all expenses incurred in repossessing the Theridion system.
- (c) The Company shall be entitled to charge interest on any sums not paid on the due date under Condition 6(a), at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made.
- (d) The Company will, after Handover, issue to the Customer its completion certificate stating the date of commissioning of the Theridion system and such certificate shall be conclusive evidence of Handover.
- (e) The Company reserves the right to issue interim invoices in respect of any materials delivered/work carried out under the Agreement and the Customer shall pay such invoices immediately upon receipt.
- (f) The Company may perform any of its obligations under the Agreement through subcontractors.
- (g) The Company reserves the right to alter the Specification to effect improvement or because of difficulties in obtaining supplies provided that such alterations shall not adversely affect the performance of the Theridion system. Any such alteration to the Specification will be notified to the Customer in writing.
- (h) Any failure by the Company to perform any of its obligations by reason of any cause beyond the reasonable control of the Company shall not be deemed to be a breach of the Agreement.
- (i) (i) The Agreement and the documents referred to in it cancels all prior agreements (whether written or oral) between the Company and the Customer relating to the Theridion system and contains the complete and exclusive agreement between the Company and the Customer.
 - (ii) The Customer acknowledges that in agreeing to enter into the Agreement it has not relied on any representation, warranty or other assurance except those set out in the Agreement or any other document referred to in the Agreement.
- (j) No waiver of any breach of any provision of the Agreement shall be considered a waiver of any other or subsequent breach of the Agreement.
- (k) Rights and remedies which are available under the Agreement (or at law), are not mutually exclusive, so that the exercise of one or more of them is no bar to the exercise of any others at a later date.
- (l) In the event that any provision or any portion of any provision of the Agreement shall be held invalid, illegal or unenforceable the remainder of the Agreement shall remain valid and enforceable.
- (m) Any notice required to be given hereunder shall be sufficiently given if properly addressed and sent by post to, in the case of the Company, its principal address specified in the Quotation and, in the case of the Customer, its last known address.
- (n) The Conditions form an integral part of each Agreement for the supply of the Theridion system and any terms and conditions contained in or referred to in the Customer's order for the Theridion system shall not bind the Company unless expressly agreed by the Company in writing. If there is any conflict between the Conditions and any other document comprising the Agreement, then the provisions of the Conditions shall prevail.
- (o) The Agreement shall be governed, construed and take effect in accordance with the laws of England and all disputes arising in connection with the Agreement shall be subject to the non-exclusive jurisdiction of the English courts.
- (p) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy that exists or is available to a third party apart from that Act..

Theridion Limited Registered in Wales Number: 8661498,

Registered office: 260-270 Great Marlings Butterfield Business Park, Luton LU2 8DL

Theridion Limited
Terms and Conditions applying to the maintenance of equipment.

M1. MAINTENANCE PERIOD AND CHARGE

1. The Customer shall pay the maintenance charge for the maintenance service specified on the attached Agreement, for the Equipment described on the attached Agreement, on the commencement date unless specified otherwise.
2. The contract charge and any amount payable under the terms of this Agreement are exclusive of Value Added Tax or any other similar tax levies or duties which will be added to or charged on invoices at the appropriate rate.
3. Theridion Limited may alter the cost of service, unless otherwise agreed in writing, giving the Customer 30 day's written notice. Termination of this contract must be in writing and must be received a minimum of 90 days prior to the annual renewal date. Request for termination after this period will be considered as notice for the next contract period.

M2. ALTERATIONS

1. All alterations to the Equipment and cabling shall be carried out by Theridion Limited or an installer authorised by Theridion Limited.
2. Any alterations required shall be notified to Theridion Limited at least fourteen days prior to commencement of maintenance service.

M3. MAINTENANCE AND REPAIR

1. Theridion Limited must be notified of any alterations and additions to the environment in which the maintained Equipment operates in order to maintain cover. There may be an additional charge due to such alterations and additions. Any alterations and additions must be installed in accordance with the relevant British Standards codes of practice.
2. Any faults arising as a result of any alterations or additions carried out other than by Theridion Limited or an installer authorised by Theridion Limited are not covered by the contract and may result in additional charges.
3. The following faults or damage which are outside Theridion Limited's service liability under the Agreement may be repaired by Theridion Limited at a price applicable at the time.
 - (a) A fault due to the Customer's error.
 - (b) The Equipment being subjected to abnormal physical or electrical stress.
 - (c) The Equipment being damaged due to accident, neglect, misuse by the Customer, acts of God, failure or fluctuation of electrical power or causes other than ordinary use
 - (d) The Equipment being tampered with by the Customer or any other party.
 - (e) Any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply and/or network service and connections.

M4. CUSTOMERS RESPONSIBILITIES

1. The Customer must not allow any person apart from Theridion Limited, its employees or agents to service or in any way interfere with the Equipment during any term of this Agreement. Any maintenance by Theridion Limited necessitated by such service or interference shall be charged to the Customer at a price applicable at the time.
2. The Customer agrees to pay an additional payment that may become due during the period covered by the contract charge as a result of additions or alterations to the Equipment, any such further payment to be paid by the fifteenth day of the month following the date of the Theridion Limited invoice.
3. The Customer acknowledges that it is the Customers responsibility to effect insurance in respect of all risks relating to the maintenance of the Equipment not covered in paragraph 5.
4. Theridion Limited may terminate the Agreement if the Customer has not paid the amount scheduled by the due date. The customer remains liable for maintenance cover provided in the current contract period and must be paid in full.

M5. LIMITATION OF LIABILITY

1. Theridion Limited shall not be responsible to the Customer for any loss whatsoever arising out of any reason beyond the control of Theridion Limited which shall include without prejudice to the generality of the foregoing any act of God, fire, flood, accident, strike, lockout or stoppage of Theridion Limited's business.
2. Theridion Limited shall not be required to carry out servicing beyond its normal service boundaries.
3. In the event of a fault being reported to Theridion Limited which is found to be a fault external to the Equipment, then Theridion Limited reserves the right to make a reasonable additional callout charge.
4. Theridion Limited shall have the right to cancel the provision of maintenance service if it is prevented from or hindered in providing the service through any circumstances beyond its control including (but not limited to) industrial action, war, fire, flood or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting there from.
5. Theridion Limited will be responsible for personal injury to any person caused through Theridion Limited negligence, but apart from this shall be under no liability for any injury, damage or loss to any person or property whomsoever or whatsoever whether direct or consequential arising out of the use of the Equipment howsoever such injury, damage or loss was caused. The Customer hereby agrees to indemnify Theridion Limited in respect of any liability for damage and/or costs incurred by any person whatsoever arising out of the use of the equipment.

M6. GENERAL

1. This Agreement and any conflict arising there from, shall be governed by and judged by the law of England.
2. All notices required to be given in writing shall be sent by first class post to the last known address of the Customer or Theridion Limited. All such notices shall be deemed to have been served on the expiration of forty eight hours after posting.
3. Either party may terminate the Agreement by giving 60 days notice if the other party has failed to perform any of its obligations under the Agreement, and such failure continues for a period of 60 days after written notice thereof.
4. Theridion Limited may assign this Agreement to any other person without serving any prior notice to the Customer. The Customer cannot assign any rights arising out of this Agreement without the prior written consent of Theridion Limited.
5. This Agreement shall form the whole of the terms of Agreement between Theridion Limited and the Customer and no variation thereof shall be of any consequence whether prior or subsequent to the date of the Agreement unless expressed in writing and signed by or on behalf of Theridion Limited and the Customer. The construction of this Agreement is not to be affected by any heading. Reference to the plural shall include the singular and vice versa.
6. All terms and conditions above are to be issued and read in conjunction with Theridion Limited's "Terms and Conditions applying to both the sale of products and to the sale and/or installation thereof", a copy of which can be supplied on request.

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