

TERMS & CONDITIONS

CONTENTS:

1. Interpretation	1
2. Commencement and Term	4
3. Charges and Payment	5
4. Customers General Obligations	6
5. Intellectual Property Rights	7
6. Limitation of Liability	7
7. Termination	7
8. Force Majeure	8
9. Notices	9
10. General	9

Schedule 1

1. Equipment	11
2. Delivery of Equipment	11
3. Installation Works	12
4. Quality of Equipment	12
5. Title to the Equipment	13

Schedule 2

1. Supply of Services	14
2. Service Levels	14

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Astley Access Automation Ltd: Astley Access Automation Ltd, registered in England and Wales with company number 09088084 whose registered office is at 16 Briarwood Close, Leyland, Lancashire, PR25 1RD.

Additional Charges: the charges payable in respect of the Excluded Services calculated on a time and materials basis, the rates for which as at the Commencement Date are as set out in the Agreement.

Agreement: the covering agreement that has been signed by the parties and to which these Conditions are attached.

Astley Access Automation Ltd's Materials: all materials, equipment, documents and other property of Astley Access Automation Ltd.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the Price, the Support Fees, the Additional Charges and such other fees, in each case as applicable and payable in accordance with these Conditions.

Commencement Date: the date specified in the Agreement.

Conditions: these terms and conditions as amended from time to time in accordance with clause 10.7.

Contract: the contract between Astley Access Automation Ltd and the Customer for the supply of the Equipment and/or Services comprising of the Agreement and these Conditions.

Communications Link: any electrical link (in addition to any such associated services) that may be required in order to operate the Equipment.

Customer: the person or firm who purchases the Equipment and/or the Services from Astley Access Automation Ltd as set out in the Agreement.

Customer Default: has the meaning set out in clause 4.2.

Deliverables: any deliverables other than the Equipment deriving from Astley Access Automation Ltd's performance of its obligations under this Contract.

Equipment: the equipment and goods (or any part of them), primarily being electronic gates, access control equipment and associated parts and goods and equipment as set out in the Agreement, whether supplied by Astley Access Automation Ltd or already owned or leased by the Customer and where supplied by Astley Access Automation Ltd, as detailed within any applicable Specification.

Excluded Causes: means a defect:

1.1.1 in the manufacturer's design of the Equipment;

1.1.2 in the Equipment that arises as a result of the Customer's breach of its obligations under the Contract;

1.1.3 faulty materials or workmanship in the manufacture of the Equipment;

1.1.4 the defect arises because the Customer failed to follow Astley Access Automation Ltd's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;

1.1.5 the Customer alters or repairs such Equipment without the written consent of Astley Access Automation Ltd;

1.1.6 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions;

1.1.7 the defect arises as a result of the Customer operating the Equipment with a defective, inadequate and/or obsolete Communications Link;

1.1.8 the occurrence of a Force Majeure Event which, for the purposes of this paragraph 4.3.7, includes power surges within the Communications Link, flooding and all other such instances outside the power and control of Astley Access Automation Ltd; or

1.1.9 the Equipment differs from the Specification as a result of changes made to ensure it complies with applicable statutory or regulatory requirements under paragraph 1.3 of this Schedule.

Excluded Services: any support services required to restore any malfunctioning or failed Equipment to Good Working Order, where the malfunction or failure results from or is caused by any of the Excluded Causes or any act or omission of the Customer in accordance with these Conditions (including a Customer Default).

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic, pandemic or similar event; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service.

Good Working Order: where the Equipment operates in all material respects in accordance with the Operating Manuals or where not applicable, the manner reasonably to be expected in order to enjoy their full function and effect.

Installation Works: the those works associated with the installation and commissioning of the Equipment by Astley Access Automation Ltd in connection with delivering the Equipment in a turnkey manner, as set out in the Agreement and detailed within the Specification.

Intellectual Property Rights: patents and rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Loss: actions, awards, charges, claims, compensation, costs, damages, demands, expenses, interest, fees, fines, liabilities, losses, penalties, proceedings and settlements, and Losses shall be construed accordingly.

Operating Manuals: all operating manuals, literature and specifications relating to the Equipment which are provided to the Customer by Astley Access Automation Ltd.

Price: the price for the Equipment and the Installation Works, as set out within the Agreement.

Reactive Services: means any reactive services to be performed by Astley Access Automation Ltd in the event that the Equipment is not in Good Working Order, as set out within Schedule 2.

Routine Maintenance Services: means any scheduled and/or ad hoc maintenance services to be carried out by Astley Access Automation Ltd in respect of the Equipment, which are not otherwise classified as Reactive Services, as further particularised within the Agreement or as may otherwise be agreed in writing between the parties.

Services: means the Installation Works and/or the Support Services, including any Deliverables, to be provided by Astley Access Automation Ltd to the Customer.

Site: the site(s) at which the Equipment is to be delivered and installed (where supplied by Astley Access Automation Ltd) or where it is already situated (where owned or leased by the Customer) and in respect of which the Services are to be provided, as set out in the Agreement.

Specification: the description or specification of the Equipment and/or Services that is set out in Astley Access Automation Ltd's catalogues, brochures, websites or such other applicable sales or promotional literature, materials or publications or otherwise agreed in writing between the Customer and Astley Access Automation Ltd.

Support Fees: means the fees payable by the Customer to Astley Access Automation Ltd in consideration for the provision of the Support Services, as set out within the Agreement.

Support Services: means the Routine Maintenance Services and the Reactive Services.

Term: the term for which this Contract remains in force.

1.2 Interpretation:

1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.2.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule in which they appear.

1.2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.5 Unless the context otherwise requires:

1.2.6 words in the singular shall include the plural and in the plural shall include the singular; and

1.2.7 a reference to one gender shall include a reference to the other genders.

1.2.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.2.9 A reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.10 A reference to writing or written includes email.

1.2.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.12 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time.

1.2.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT AND TERM

2.1 This Contract shall:

2.1.1 come into effect on the date on which it is entered into where the Contract includes only supply and installation of the Equipment and shall be deemed to expire following successful completion of the supply and installation in accordance with these Conditions unless terminated earlier in accordance with clause 7; and/or

2.1.2 where it includes the provision of the Services:

(a) in addition to the supply and installation of the Equipment, shall continue from; or

(b) in isolation (where the Customer already owns or leases the Equipment), shall commence on,

the Commencement Date and remain in force for the Initial Period and consecutive Renewal Periods thereafter, unless and until terminated earlier in accordance with clause 7 or the Customer serving no less than 3 months' written notice on Astley Access Automation Ltd in advance of and with effect from the end of the Initial Period or applicable Renewal Period (as the case may be).

2.2 Where and to the extent specified in the Agreement Astley Access Automation Ltd shall provide the Customer with:

2.2.1 the supply and installation of the Equipment; and/or

2.2.2 the Support Services throughout the Term.

3. CHARGES AND PAYMENT

3.1 In consideration for the performance by Astley Access Automation Ltd of its obligations under the Contract, the Customer agrees to pay the applicable Charges.

3.2 Astley Access Automation Ltd shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Astley Access Automation Ltd engages in connection with the Services including travelling expenses, Congestion Charges, Ultra Low Emission Zone charges (ULEZ), Clean Air Zone charges, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Astley Access Automation Ltd for the performance of the Services, and for the cost of any materials.

3.3 Astley Access Automation Ltd reserves the right to:

3.3.1 increase the Support Fees and the Additional Charges:

(a) on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and shall be based on the latest available figure for the percentage increase in the Retail Prices Index; and

(b) by any amount by serving the Customer with no less than 3 months written notice in advance of and with effect from the following Renewal Period; or

3.3.2 increase the Price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Astley Access Automation Ltd that is due to any:

(a) factor beyond the control of Astley Access Automation Ltd (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Specification; or

(c) delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give Astley Access Automation Ltd adequate or accurate information or instructions in respect of the Equipment.

3.4 Unless otherwise agreed between the parties, Astley Access Automation Ltd shall invoice the Customer, in respect of:

3.4.1 the Price, on or at any time after completion of the Installation Works; and/or

3.4.2 the Support Fees, at the regularity and times detailed in the Agreement; and

3.4.3 the Additional Charges, following the end of the month in which the applicable Excluded Services were carried out.

3.5 Unless otherwise specified in the Agreement or agreed in writing between the parties, the Customer shall pay each invoice submitted by Astley Access Automation Ltd within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by Astley Access Automation Ltd. Time for payment shall be of the essence of the Contract.

3.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Astley Access Automation Ltd to the Customer, the Customer shall, on receipt of a valid VAT invoice from Astley Access Automation Ltd, pay to Astley Access Automation Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services or the Equipment at the same time as payment is due for the supply of the Services or the Equipment.

3.7 If the Customer fails to make any payment due to Astley Access Automation Ltd under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

3.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Astley Access Automation Ltd may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Astley Access Automation Ltd to the Customer.

4. CUSTOMER'S GENERAL OBLIGATIONS

- 4.1 In addition to its further otherwise under the Contract, the Customer shall:
- 4.1.1 co-operate with Astley Access Automation Ltd in all matters relating to the performance of its obligations under this Contract;
- 4.1.2 provide Astley Access Automation Ltd, its employees, agents, consultants and subcontractors, with safe and unencumbered access to the Site(s), any office accommodation and other facilities as reasonably required by Astley Access Automation Ltd to provide the Equipment and/or Services;
- 4.1.3 provide Astley Access Automation Ltd with such information and materials as Astley Access Automation Ltd may reasonably require in order to supply the Equipment and/or Services, and ensure that such information is complete and accurate in all material respects;
- 4.1.4 prepare the Site for the supply of the Equipment and/or Services;
- 4.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Equipment and/or Services before the date on which the same are required;
- 4.1.6 comply with all applicable laws, including health and safety laws;
- 4.1.7 keep all Astley Access Automation Ltd's Materials, equipment, documents and other property of Astley Access Automation Ltd at the Customer's premises in safe custody at its own risk, maintain Astley Access Automation Ltd's Materials in good condition until returned to Astley Access Automation Ltd, and not dispose of or use Astley Access Automation Ltd's Materials other than in accordance with Astley Access Automation Ltd's written instructions or authorisation; and
- 4.1.8 comply with any additional obligations as set out in the Agreement and the Specification.
- 4.2 If Astley Access Automation Ltd's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 4.2.1 without limiting or affecting any other right or remedy available to it, Astley Access Automation Ltd shall have the right to suspend performance of the Services or the supply of the Equipment until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Astley Access Automation Ltd's performance of any of its obligations;
- 4.2.2 Astley Access Automation Ltd shall not be liable for any costs or Losses sustained or incurred by the Customer arising directly or indirectly from the Astley Access Automation Ltd's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3 the Customer shall reimburse Astley Access Automation Ltd on written demand for any costs or Losses sustained or incurred by Astley Access Automation Ltd arising directly or indirectly from the Customer Default.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All Intellectual Property Rights subsisting in any Equipment and/or Deliverables supplied to the Customer by or on behalf of Astley Access Automation Ltd arising out of or in connection with the Contract shall remain vested in and belong to Astley Access Automation Ltd absolutely.
- 5.2 Astley Access Automation Ltd makes no warranty and provides no assurance to the Customer that the Equipment shall not breach the rights (including Intellectual Property Rights) of any third parties.
- 5.3 All Intellectual Property Rights in or arising out of or in connection with the Services including any Deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Astley Access Automation Ltd.
- 5.4 The Services and any element of the Deliverables are not intended to constitute advice in any specific situation and may not constitute a complete, comprehensive and definitive outline of the subject matter and as such should not be relied on as such by the Customer.

6. **LIMITATION OF LIABILITY**

6.1 Nothing in these Conditions shall limit or exclude Astley Access Automation Ltd's liability for:

- 6.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 6.1.2 fraud or fraudulent misrepresentation; or
- 6.1.3 any matter in respect of which it would be unlawful for Astley Access Automation Ltd to exclude or restrict liability.

6.2 Subject to clause 6.1:

6.2.1 Astley Access Automation Ltd shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- 6.2.2 loss of profit;
- 6.2.3 loss of goodwill;
- 6.2.4 loss of business;
- 6.2.5 loss of business opportunity;
- 6.2.6 loss of anticipated saving;
- 6.2.7 loss or corruption of data or information; or
- 6.2.8 any indirect, special or consequential Loss, that arises under or in connection with the Contract; and

6.3 Astley Access Automation Ltd's total liability to the Customer in respect of all other Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Charges paid or payable by the Customer to Astley Access Automation Ltd under the preceding 12 months.

7. **TERMINATION**

7.1 Without affecting any other right or remedy available to it, Astley Access Automation Ltd may terminate the Contract by giving the Customer 1 months' written notice.

7.2 Without limiting its other rights or remedies, Astley Access Automation Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if:

7.2.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so;

7.2.2 repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to perform the Contract; or

7.2.3 becomes subject to any of the events listed in clause 7.3.

7.3 For the purposes of clause 7.2, the relevant events are:

7.3.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

7.3.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

7.3.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

7.3.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

7.3.5 the Customer's financial position deteriorates to such an extent that in Astley Access Automation Ltd's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

7.3.6 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

7.4 Without limiting its other rights or remedies, Astley Access Automation Ltd may suspend provision of the Equipment or supply of the Services under the Contract or any other contract between the Customer and Astley Access Automation Ltd if the Customer becomes subject to any of the events listed in clause 7.3.1 to clause 7.3.6 or Astley Access Automation Ltd reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

7.5 Without limiting its other rights or remedies, Astley Access Automation Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

7.6 On termination of the Contract for any reason the Customer shall immediately pay to Astley Access Automation Ltd all of Astley Access Automation Ltd's outstanding unpaid invoices and interest.

7.7 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

7.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8. **FORCE MAJEURE**

8.1 Astley Access Automation Ltd shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

8.2 Astley Access Automation Ltd shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

8.3 If a Force Majeure Event prevents, hinders or delays Astley Access Automation Ltd's performance of its obligations for a continuous period of more than thirty days, Astley Access Automation Ltd may terminate the Contract immediately by giving written notice to and source the Equipment or Works from a third party supplier.

9. **NOTICES**

9.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

9.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

9.1.2 sent by email to:

(a) the contact details specified in the Agreement in the case of the Customer; or

(b) chris@astleyaccess.co.uk, in the case of Astley Access Automation Ltd,

or in either case as otherwise notified by that party to the other.

9.2 Any notice shall be deemed to have been received, if sent by:

9.2.1 hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

9.2.2 pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

9.2.3 email, at 9.00 am on the next Business Day after transmission.

9.3 This clause does not apply to service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

10. GENERAL

10.1 Assignment and other dealings.

10.1.1 Astley Access Automation Ltd may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

10.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Astley Access Automation Ltd.

10.2 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 10.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

10.3 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or

partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.4 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

10.5 Entire agreement.

10.5.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.5.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

10.5.3 Nothing in this clause shall limit or exclude any liability for fraud.

10.6 Third party rights.

10.6.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.6.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

10.7 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

10.8 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 – Supply of the Equipment

1. EQUIPMENT

1.1 The Equipment is as described in the Agreement as modified or supplemented by any applicable Specification.

1.2 To the extent that the Equipment is to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Astley Access Automation Ltd, keep Astley Access Automation Ltd indemnified and hold Astley Access Automation Ltd harmless from and against all Losses (including any direct, indirect or consequential Losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Astley Access Automation Ltd in connection with any claim made against Astley Access Automation Ltd for actual or alleged infringement of any Intellectual Property Rights whether or not registered arising out of or in connection with Astley Access Automation Ltd's use of the Specification. This paragraph 1.2 shall survive termination of the Contract.

1.3 Astley Access Automation Ltd reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Astley Access Automation Ltd shall notify the Customer in any such event.

1.4 If for any reason beyond its control, Astley Access Automation Ltd is unable to supply any element of the Equipment, Astley Access Automation Ltd will notify the Customer of such. Astley Access Automation Ltd will use reasonable endeavours to replace it with an item of equivalent or superior standard and value.

2. DELIVERY OF EQUIPMENT

2.1 Unless otherwise agreed, Delivery of each contingent part of the Equipment shall be completed on the successful unloading at the Site.

2.2 Notwithstanding Astley Access Automation Ltd's obligations in respect of any Installation Works to be carried out under paragraph 5 of this Schedule, risk in the Equipment shall pass to the Customer on its successful delivery under paragraph 2.1 and the Customer undertakes that it shall adequately safeguard, store and insure the Equipment until the Installation Works have been completed.

2.3 In making physical delivery of the Equipment at the Site, the Customer shall provide Astley Access Automation Ltd, or any agent or courier instructed on its behalf, with safe and unrestricted access to, movement around and egress from the Site.

2.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Astley Access Automation Ltd shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Astley Access Automation Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment. Astley Access Automation Ltd may in advance of the proposed delivery date deliver the Equipment by giving reasonable notice of the same to the Customer.

2.5 If the Customer fails to take or accept delivery of the Equipment then, except where such failure or delay is caused by a Force Majeure Event or Astley Access Automation Ltd's failure to comply with its obligations under the Contract:

2.5.1 delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Astley Access Automation Ltd notified the Customer that the Equipment were ready; and

2.5.2 Astley Access Automation Ltd shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

2.6 If ten Business Days after the day on which Astley Access Automation Ltd notified the Customer that the Equipment were ready for delivery the Customer has not taken or accepted actual delivery of them, Astley

Access Automation Ltd may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the Price of the Equipment or charge the Customer for any shortfall below the Price of the Equipment.

2.7 Astley Access Automation Ltd may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel that or any other instalment.

3. **INSTALLATION WORKS**

3.1 Astley Access Automation Ltd shall provide the Installation Works in accordance with the Specification in all material respects.

3.2 Astley Access Automation Ltd shall use all reasonable endeavours to meet any performance dates agreed in writing for the Installation Works, but any such dates shall be estimates only and time shall not be of the essence for the supply of the Installation Works. Where any estimated performance dates are contingent on the supply of any third-party goods and/or services, Astley Access Automation Ltd shall have no liability whatsoever for any Losses caused as a result of any failure or delay by that third party to provide such goods and/or services.

3.3 Astley Access Automation Ltd reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Installation Works, and Astley Access Automation Ltd shall notify the Customer in any such event.

3.4 Astley Access Automation Ltd warrants to the Customer that the Installation Works will be provided using reasonable care and skill.

4. **QUALITY OF EQUIPMENT**

4.1 Astley Access Automation Ltd warrants that on delivery, the Equipment shall:

- 4.1.1 conform in all material respects with its description and the Specification;
- 4.1.2 be free from material defects in design, material and workmanship;
- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 4.1.4 be fit for any purpose held out by Astley Access Automation Ltd in writing.

4.2 Subject to paragraph 4.3, if:

4.2.1 the Customer gives notice in writing to Astley Access Automation Ltd on completion of the Installation Works of discovery that some or all of the Equipment does not comply with the warranty set out in paragraph 4.1;

4.2.2 Astley Access Automation Ltd is given a reasonable opportunity of examining such alleged non-conformance; and

4.2.3 agrees with the Customer's assertions,

Astley Access Automation Ltd shall, at its option, repair or replace the defective Equipment, or refund the Price of the defective Equipment.

4.3 Astley Access Automation Ltd shall not be liable for the Equipment's failure to comply with the warranty set out in paragraph 4.1 in any of the following events:

- 4.3.1 the Customer makes any further use of such Equipment after giving notice in accordance with paragraph 4.2; or
- 4.3.2 the occurrence of an Excluded Cause.

4.4 Except as provided in this paragraph 4, Astley Access Automation Ltd shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in paragraph 4.1.

4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

4.6 These Conditions shall apply to any repaired or replacement Equipment supplied by Astley Access Automation Ltd.

5. TITLE TO THE EQUIPMENT

5.1 Title to the Equipment shall not pass to the Customer until Astley Access Automation Ltd receives payment in full (in cash or cleared funds) for the Equipment and any other goods that Astley Access Automation Ltd has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums.

5.2 Until title to the Equipment has passed to the Customer, the Customer shall:

5.2.1 store the Equipment separately from all other goods held by the Customer so that it remains readily identifiable as Astley Access Automation Ltd's property;

5.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

5.2.3 maintain the Equipment in satisfactory condition and keep it insured against all risks (which, for the avoidance of doubt, includes those events specified within paragraph 4.3.7) for its full Price from the date of delivery;

5.2.4 notify Astley Access Automation Ltd immediately if it becomes subject to any of the events listed in clause 7.4;

5.2.5 give Astley Access Automation Ltd such information relating to the Equipment as Astley Access Automation Ltd may require from time to time; and

5.2.6 not grant any pledge or in any way charge by way of security for any indebtedness any of the Equipment which remains the property of Astley Access Automation Ltd.

5.3 Subject to paragraph 5.4, the Customer may resell or use the Equipment in the ordinary course of its business (but not otherwise) before Astley Access Automation Ltd receives payment for the Equipment. However, if the Customer resells the Equipment before that time:

5.3.1 it does so as principal and not as Astley Access Automation Ltd's agent; and

5.3.2 title to the Equipment shall pass from Astley Access Automation Ltd to the Customer immediately before the time at which resale by the Customer occurs.

5.4 If before title to the Equipment passes to the Customer the Customer breaches any of its obligations under the Contract, or becomes subject to any of the events listed in clause 7.4, then, without limiting any other right or remedy Astley Access Automation Ltd may have:

5.4.1 the Customer's right to resell the Equipment or use them in the ordinary course of its business ceases immediately; and

5.4.2 Astley Access Automation Ltd may at any time:

5.4.2.1 require the Customer to deliver up all Equipment in its possession that have not been resold, or irrevocably incorporated into another product; and

5.4.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment are stored in order to recover them.

Schedule 2 – Supply of the Services

1. SUPPLY OF SERVICES

1.1 Where specified in the Agreement (or otherwise as may be agreed in writing between the parties), Astley Access Automation Ltd shall provide the Customer with the Support Services for the Equipment, providing always that the Customer shall pay the Support Fees in accordance with these Conditions. Any applicable estimated performance dates contained within the Agreement or otherwise shall be estimates only and time shall not be of the essence for the performance of the Support Services.

1.2 The Routine Maintenance Services shall, unless otherwise agreed in writing between the parties, be carried out in accordance with the Agreement in all material respects.

1.3 On the Customer informing Astley Access Automation Ltd that the Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, Astley Access Automation Ltd shall perform the Reactive Services in respect of the Equipment as soon as reasonably practicable and in accordance with the Agreement. Estimated timescales for performance of the Reactive Services shall be notified to the Customer.

1.4 Where Astley Access Automation Ltd is required to attend the Site(s) to perform the Support Services, it shall be provided with free, safe and unencumbered access to, egress from and movement around the Site(s).

1.5 Astley Access Automation Ltd is not obliged to perform any Excluded Services. Where Astley Access Automation Ltd is performing or has performed any Reactive Services in circumstances where it is established that the Equipment was not in Good Working Order due to any of the Excluded Causes, Astley Access Automation Ltd may charge, and the Customer shall pay, the Additional Charges in respect of that work as agreed between the parties.

1.6 In performing any Reactive Services, Astley Access Automation Ltd shall use reasonable endeavours to restore any malfunctioning or failed Equipment to Good Working Order while in attendance at the Site. Where this is not reasonably practicable, or not reasonably practicable within Normal Business Hours, Astley Access Automation Ltd shall either arrange for a further visit to the Site within Normal Business Hours to complete the repair, or remove the Equipment or part of the Equipment for repair off-Site.

1.7 Astley Access Automation Ltd shall procure that its personnel shall, while on site at the Site, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel in advance of the commencement of the Support Services.

2. SERVICE LEVELS

2.1 Out of contract customers or equipment. Service and maintenance work available on request. Labour and materials charges will apply unless the equipment is covered under the standard 24 month installation warranty period.

2.2 In contract customers or equipment under 60 month extended warranty. Provides extended (5 year) warranties for all materials (excluding consumables). Guaranteed 24 hour callout response time.

2.3 Telephone Support available 08:30hrs to 17:30hrs Monday to Friday

2.4 Callout response for in-contract customers or equipment: On-site support within 48hrs of a reported incident. Available Monday to Friday, 08:30hrs to 17:30hrs

2.5 Out-of-hours callouts and installation work will be quoted for and addressed on a case-by-case basis.