

CONDITIONS RELATING TO SALE AND/OR HIRE OF GOODS AND SERVICES

1. Definitions

- a. "the Customer" means the customer named in the Quotation who buys or agrees to buy Goods or Services from the Company.
- b. "Conditions" means the terms and conditions of purchase set out in this document and any special terms and conditions specified in the Quotation.
- c. "the Company" means Aeguana Limited, a company registered in England under registration number 07246421.
- d. "the Services" means the goods or services to be supplied to the Customer by the Company as specified in the Quotation.
- e. "the Quotation" means the final version of the quotation agreed between the Customer and the Company detailing the goods and services to be supplied, and any special terms and conditions.
- f. "Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.

2. This document sets out the full terms and conditions of this agreement ("this Agreement") made between the Company and the Customer for the sale or hire of goods, services and equipment.

3. These conditions supersede all previous conditions and no person or employee of the Company shall be entitled to vary alter amend or waive any of these conditions unless approved in writing by a director.

4. All goods and services to be supplied by the Company will be supplied only on the basis of these conditions. These conditions will apply to both the present transaction and all further and subsequent dealings between the Company and Customer.

5. All goods and services are sold subject to any special conditions set out in writing and signed by a Director of the Company. Such special conditions shall be deemed to be incorporated herein.

6. Confidentiality

- a. All communication, whether written or verbal, shall remain confidential at all times. No mention of the client, project, specification, design or other element shall be made public by the Company without the Customer's written consent.

7. The Company shall use its reasonable endeavours to fulfill its obligations to the Customer. It is hereby specifically agreed between the Customer and the Company that:

- a. Unless agreed by the Company the Customer shall be wholly responsible for the installation and siting of goods manufactured and/or supplied by the Company. The Company does not give any warranty that the articles manufactured by them comply with any local authority fire regulations and/or other statutory consents and it is the specific obligation of the Customer that all permissions consents and approvals should be obtained by the Customer.
- b. Local marking regulations such as CE Marking, UL Marking and any other requirements are the sole responsibility of the Customer. In the case where the Company has agreed to undertake the marking process as part of a quotation, the liability and legal responsibility for ensuring adequate marking and compliance of the actual products (whether manufactured by the Company, a subcontractor or any other Customer appointed third party) remains with the Customer, and the Company is merely required to produce suitable documentation to support the marking process.
- c. Except where explicitly stated otherwise, product liability insurance and any other applicable insurance requirements, for any goods or services delivered by the Company is the responsibility of the Customer.
- d. The Company gives no warranty as to the suitability of any goods manufactured and/or supplied by them for subsequent installation in any event, building or other location.
- e. It shall be the Customer's responsibility to ensure that all goods manufactured and/or supplied by the Company shall be suitable in size and character for the structure or building in which the same is to be installed.
- f. While the Company will use its reasonable endeavors to ensure that all goods are manufactured and/or supplied in accordance with the Customer's specification, the Company specifically reserves the right to alter any materials used in the manufacture of the goods and/or specifications thereof in its sole discretion and it is the Customer's responsibility to ensure that the construction of all items and use of materials is in accordance with the Customer's requirements.
- g. The Customer agrees to indemnify the Company against any claim made against the Company concerning the copyright in any design supplied by the Customer to the Company. In the event of the Company incurring any such liability of whatever nature, the Customer will indemnify the Company on a full indemnity basis including all and any such loss and expense incurred by the Company howsoever arising.
- h. Where required, The Customer shall supply or procure to supply electricity, connectivity, plumbing, sufficient power points and any other requirements to the site where the goods are to be installed and to enable the Company to comply with its obligations

under this Agreement.

- i. The Customer shall be liable and pay or reimburse the Company in respect of all additional expenses incurred by the Company due to unforeseen difficulties with access to or the site of the proposed works, where required.
- j. The Customer shall replace or refund the full reinstatement value all goods and equipment hired to the Customer which is stolen damaged or destroyed.
- k. The Company shall not be liable for any acts or omissions of subcontractors whether nominated by the Customer or the Company and the Customer shall be liable for any loss sustained by the Company as a result thereof.
- l. The Customer shall be responsible for all additional expenses incurred by the Company as a result of additional works, services and hiring of goods not described overleaf whether requested orally or in writing by or on behalf of an agent or employee of the Customer.
- m. Without prejudice to the generality of the conditions herein the Company shall not be liable for any losses or expenses incurred by the Customer as a result of the Company's failure to complete the works or by the stipulated delivery time as a result of variations in this Agreement sought by the Customer or delay in delivery of goods, digital assets, response to queries raised by the Company, labour and equipment by the Customer, any courier or any other third party company employed by the Customer or the Company.
- n. The Customer warrants that it is not a consumer as defined in the Unfair Contract Terms Act 1977 Section 12 and all other warranties conditions or terms relating to fitness for purpose merchantability or condition of the goods whether implied by statute or common law or otherwise are excluded.
- o. The Customer agrees that any warranties provided by the Company, unless explicitly set out in writing, shall be in the form of a Return To Base RTB warranty, and will require that the client return the goods to the Company for repair. For the avoidance of doubt, unless set out in writing for the specific project, the Company is not obliged to provide ad-hoc on-site support or repairs.
- p. The person signing this Agreement on behalf of the Customer accepts that he or she shall be liable for the Customer's obligations hereunder if the Customer defaults.

8. Digital services, connectivity and data storage

- a. Where third party digital services are used, including but not limited to, social media platforms such as Twitter, Instagram, Facebook, Snapchat or any other that may be used from time to time, or any social media aggregators, analytics providers, or third party API's for data retrieval, submission or aggregation, the Company agrees to make use of all reasonable means and endeavours to find a suitable alternative or resolution but will not be held liable for any downtime, or liability arising out of the use of such services, including loss of business for the Customer.
- b. Unless explicitly agreed otherwise in the form of a Service Level Agreement, or other written agreement, the Company is not liable for protecting the Customer's data, whether it be stored on the Company's servers or the Customer's and will not be liable to any claims arising from the Customer, the Customer's customers, or any third party as a result of loss of data, lack of access to data, or any other event that adversely affects the Customer's access to the data stored.
- c. In cases where connectivity services are provided by the Customer, either as an independent service or as part of a product designed, developed, distributed or manufactured by the Company, the Company will not be held liable for loss of connectivity, or loss of business resulting from connectivity due to any event reasonably outside the control of the company, such as network policy changes, network coverage issues, modifications to premises or locations where the connected devices are installed or sited, or any other event that adversely affects connectivity between the device and the network operator or Virtual Mobile Network Operator (MVNO).
- d. The Customer agrees that in the event of unauthorised use of data SIM's or other data services, including but not limited to, the retrieval of the SIM's by an unauthorised third party and subsequent use of data services, that the Customer will indemnify the Company against any charges not covered by an existing written agreement. The Company will use all reasonable efforts to prevent unauthorised charges by ensuring adequate data usage notifications and limits where applicable, though this does not guarantee that additional charges can not be incurred in exceptional circumstances, and the Customer agrees to cover such charges.

9. Unless otherwise specifically agreed or stipulated in the quotation from the Company, the Company's costs for goods manufactured and supplied and services rendered shall be payable as to Fifty percent (50%) upon the commencement of work or acceptance of the Company's quotation whichever shall be the earlier and Fifty percent (50%) upon delivery of goods to the Customer, or completion of the Services required to be carried out.

10. Until the Company has been paid in full for the Goods or Services:

- a. The legal and beneficial ownership in the goods supplied shall remain with the Company (although the risk therein passes to the Customer at the point where delivery begins or if earlier the date when the Company notifies the Customer that the goods are ready for delivery or collection in accordance with clause 8.1 hereof).

- b. At the Customer's expense the Company may recover those goods at any time from the Customer if in the Customer's possession should the amount outstanding from the Customer to the Company in respect of any goods or services supplied remain unpaid after the due date for payment has passed and for that purpose the Company and the Company's servants or agents shall be entitled to enter unhindered upon the land or buildings upon which the goods are situated and the Customer shall forthwith supply the Company upon request with full details of the whereabouts of the goods and such other information as the Company may reasonably and properly require.
 - c. If monies are due from the Customer as aforesaid and the Customer being in possession or control thereof effects any sale or dispossession thereof which confers any rights of title in or against the goods in favour of any third party the Customer shall until all monies whatsoever and howsoever due from the Customer have been paid stand possessed of the proceeds of such sale or disposition or of any right to receive the same as trustee for the Company to apply the same in satisfaction of any monies due from the Customer. Without prejudice to any other rights or remedies the Company may have, the Company shall have the right to proceed against the Customer's own customer to the extent that their own customer's account with them is unpaid.
 - d. For so long as any goods remain in the Company's legal and beneficial ownership or in the physical possession custody or control of the Customer the Customer shall stand possessed of such goods as bailee for the Company (notwithstanding that such goods may be at the buyer's risk as hereinbefore provided).
 - e. If the Customer does dispose of the goods any warranties, conditions or representations given, made or implied by the Company to any third party shall not be binding on the Company and the Company shall be indemnified by the Customer in relation thereto.
11. Where collection or delivery is made or is to be made by instalments, any non-delivery or delay of any installation shall not entitle the Customer to cancel the remainder of the deliveries or any of them.
 12. Whilst the Company shall use its reasonable endeavours to effect any delivery or make available in accordance with prearranged times and dates, any time or date named by the Company for delivery is given and intended as an estimate only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of any delay in collection or delivery.
 13. It is the Customer's responsibility to check carefully the quantity and type of goods sold or delivered and claims for non-delivery of any goods must be made in writing within three days of the date upon which they should have been delivered or forthwith upon receipt of the Company's invoice whichever is the earliest.
 14. In respect of non-delivery or late delivery or defective goods the Company shall not be liable for any claim for loss or profits, machine time or any other consequential loss or damage.
 15. In the event that the Customer fails to collect goods manufactured and/or supplied by the Company on the due date for collection or in the event that the Company are unable to deliver the same to the Customer then the Company shall have the right by notice in writing to require the Customer to collect the said goods within a period of 5 working days after having received such notice after which the Company shall be entitled without prejudice to any other right or remedy (including the Company's right to full payment) to destroy the goods or to dismantle the same and reuse the component parts for its own use. Without prejudice to the above the Company shall be entitled to charge a storage fee in respect of all goods that are not collected on the due date for collection or which the Company are unable to deliver.
 16. The Company reserves the right to charge collection or delivery fees unless the same is specifically referred to as being included in any quotation issued by the Company.
 17. Without prejudice to any other rights the Company may have against the Customer the Company shall have the right to terminate this Agreement or defer delivery of goods ordered and/or billed in the event of:
 - a. the Customer's account with the Company being overdue for payment or,
 - b. if the Customer is in breach of any of its obligations to the Company or
 - c. should the Customer enter into any composition or arrangement with or for the benefit of its creditors or have a receiving order made against it (if a corporate body) or go into liquidation either voluntarily or compulsorily (except for the purpose of reorganization or reconstruction) or
 - d. should the Customer have a Receiver appointed of its assets or undertaking or part thereof.
 18. It is the Customer's responsibility to insure all items or property accepted or held by the Company against all risks. The risk in all goods passes to the Customer at the point where delivery begins or if earlier the date when the Company notifies the Customer that the goods are ready for delivery or collection. The Company shall not be responsible for any loss or damage caused in transit. The Company recommended that insurance shall be effected in an insurance office of repute in the sum of thirty thousand pounds (£30,000) or the full value of any goods together with a suitable contingency. Without prejudice to the generality of the foregoing the Customer is responsible for all public liability arising out or in connection with the use of the items supplied or manufactured by the Company and it is the Customer's obligation to effect the appropriate insurance to indemnify the Company in connection therewith.
 19. In the event that any goods are supplied by the Company to the Customer on hire then the terms and conditions herein contained shall apply to such hire insofar as the same are consistent therewith. Without limitation to other provisions contained herein in the event that any hired articles are not returned to the Company prior to the date specified for their return then the Customer shall pay a late return fee equivalent to the hire charge in addition to the rental rate agreed up until such goods are returned. In the event that any goods hired are not returned within twenty one (21) days after the date due to be returned then at the election of the Company at any time after such twenty one (21) day period the Company shall be entitled to deem such goods irrecoverable whereupon the Customer shall be liable for

the entire cost and/or replacement value (whichever shall be the greater) of the said articles in addition to any accrued hire charges and late return fee.

20. No forbearance or indulgence by the Company or shown or granted to the Customer whether in respect of these conditions or otherwise shall in any way affect or prejudice the Company's rights against the Customer or be regarded as a waiver of any of these conditions. Any variation of these conditions approved by a Director of the Company shall only apply to the particular order in respect of which the variation was made.
21. The Company shall be entitled to sub-contract any service or order that the Company agrees to perform for the Customer.
22. The Company reserves the right to vary prices (whether specifically quoted or otherwise) to take account of increases in cost of raw materials, third party manufacturing cost increases, transport cost increases or any other cost increase reasonably outside the control of the Company.
23. Interest at the rate of 4% above the Bank of England base rate per month is payable on invoices from the date of invoice (in accordance with The Late payments of Commercial debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002). The aforementioned right to charge interest shall not prejudice the Company's rights of recovery or the Company's other rights against the Customer. In the event of payment being made within the time specified on the invoice for net cash payment the Company shall waive rights to the aforementioned interest on such payments received.
24. The Company reserves the right to close any trading account for any reason by notice to the Customer. If a trading account is closed any balance (including interest) then outstanding must be discharged within 21 days.
25. Where the Company accepts into its possession or custody whether or not pursuant to any agreement any other materials, goods, artwork or legal property of any description (hereinafter referred to as "property") and/or where the Company gives possession or custody of such property or any part thereof to an employee agent or subcontractor of the Company and where such property or any part thereof is lost stolen damaged or destroyed, the liability for such loss theft damage or destruction whether the same be accidental or be caused or contributed to by the negligent breach of contract or breach of duty by the Company their servants agents or sub-contractors shall be limited to the payment by the Company of the replacement cost to the Customer of such property.
26. All orders accepted by the Company are subject to variation and cancellation by the Company without prejudice to the Company's accrued rights in the event that due performance is impracticable due to an act of God, war, civil commotion, riot, strikes, lockouts, fire, drought, flood, destruction or damage to premises plant or machinery, explosion, shortage, failure of fuel materials or transportation, acts of Governments, Local or Public Authorities or other causes beyond the Company's control or owing to the inability to procure materials or goods except at enhanced prices due to any of the aforesaid or any other causes. The Company shall not be responsible for any failure or inability to supply due to such contingencies.
27. All specifications, source code, patterns, drawings, photographs, samples, information and intellectual property provided or created by the Company, or as a result of the project undertaken by the Company, to the Customer shall remain the exclusive property of the Company, unless explicitly specified otherwise in writing by a Company Director, either in the respective quotation or subsequently, and shall not be disclosed to any third party without the Company's written consent.
 - a. Where it is agreed between the Company and the Customer that any Intellectual Property shall be transferred to the Customer as part of the project, whether it be stipulated in the Quotation or in subsequent written correspondence, the transfer of such Intellectual Property, if any, shall:
 - i. only be effected where full payment has been received from the Customer for the project, including both any invoices that have been sent and any further invoices directly related to the project that are due to be sent by the Company to the Customer.
 - ii. only include Intellectual Property generated explicitly for the Customer as a result of the project for which a Quotation was provided, and will not include any pre-existing Intellectual Property held by the Company.
 - iii. In such cases where existing Intellectual Property is utilised by the Company to deliver a project to the Customer, and where a licensing agreement is not proposed by the Company to cover such Intellectual Property, then the Company grants the Customer a lifetime license to use such Intellectual Property within the strict confines of the project scope, free of charge. This does not grant the Customer the right to license the Intellectual Property, or include it in any future projects without the Company's prior written consent.
28. All moulds, tools, plant or other equipment provided by the Company to the Customer shall remain the exclusive property of the Company unless explicitly commissioned, developed and paid for by the Customer, and the Customer shall not use the Company's property other than in accordance with this Agreement.
29. Any notices required to be served pursuant to this Agreement shall be in writing as served by first class post to the Company's registered address, or via e-mail in which case such notice will only be valid if acknowledged by a Director or Employee of the Company by return.
30. The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of setoff or counterclaim which the Customer may have or alleged to have or for any other reason whatsoever.

31. If any part of these conditions and definitions are deemed to be invalid or unenforceable it shall not affect the validity of the balance of the conditions of sale or definitions.
32. These conditions and all orders and contracts as regards validity and performance shall be governed by the laws of England.