

TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

These are the terms on which Blazequel Limited (Company Number NI622109) whose registered address is at 1a Carrakeel Drive, Maydown Industrial Estate, Maydown, Londonderry, United Kingdom, BT47 6UQ ('Company') do business (the "**Conditions**").

1. DEFINITIONS

1.1 In these Conditions, unless the context requires otherwise, the following expressions have the following meanings:

"Charges" means the price payable for the Goods and/or Services as specified in the Order and as calculated in accordance with and as varied by these conditions.

"Company" means Blazequel Limited which expression shall include its successors in business and assigns.

"Contract" means any contract made between the Company and the Customer for the sale and purchase of Goods and/or performance of Services which arises from acceptance by the Company of an Order.

"Customer" means the customer specified in an Order.

"Delivery Installment" means the amount payable to the Company (as set out in the Order or Proposal as applicable) before the Company shall be obliged to make delivery of the Goods to the Site or provision of the Services.

"Commencement Date" means the estimated date of when the Company envisages that it will deliver the Goods and/or perform the Services (as the case may be) as set out in the Order.

"Force Majeure" means any circumstances beyond the reasonable control of the Company which shall include (but shall not be limited to) acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; 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 action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service.

"Goods" means any products, articles or items which the Company sells to the Customer as specified in the Order.

"Order" means an order for Goods and/or Services made on the Company's order form.

"Proposal" means a proposal or specifications for the Goods and/or Services provided in writing by the Supplier appended to or referred to in the Company's Order.

"Services" means any services which are requested by the Customer under the Order.

"Site" means the site identified in the Order or as otherwise agreed with the Company from time to time.

"Work" means all those Goods and Services to be supplied by the Company to the Customer at the Site including any variation agreed in writing by the Company as set out in the Order or Proposal (if applicable).

"Working Day" Work will be carried out between the hours of 8.00am to 5.00pm on Mondays to Fridays excluding public and bank holidays.

1.2 Terms defined or set out in the Order shall have effect in these Conditions including without limitation "Estimated Time to Complete" and "Site".

2 BASIS OF CONTRACT

2.1 These Conditions shall apply to, and shall be part of the Contract to the exclusion of any other terms and conditions including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document. No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Customer and the

Company.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing a written acceptance of the Order; or

2.2.2 the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence. The Customer may for any reason alter or withdraw any Order at any time prior to acceptance.

2.3 The parties may agree special terms in writing which will be included in the Order and/or Proposal and will form part of these Conditions ("**Special Terms**").

2.4 In the event of a conflict between any Special Terms and these Conditions, the Special Terms shall prevail to the extent of the conflict or inconsistency only.

3 CHARGES

3.1 Unless otherwise agreed in writing, payment under this Contract will be due in full to the Company, and in cleared funds within 30 days of the date of the invoice ("**Due Date for Payment**") ("**the Invoice**"). No Services shall be commenced or supply for the Goods commenced or concluded by the Company until a non-refundable deposit (if any) has been paid by the Customer as set out in the Order.

3.2 Where the Work is completed in sections we may render invoices on account of such sections save that the Company shall have the right to render invoices on a monthly basis notwithstanding completion or otherwise of a section or the whole of the Works.

3.3 The Customer shall pay interest (both before and after any judgement) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any part of the charges not paid on the due date from that date until payment is made in full calculated on a daily basis from the due date and the Company shall be entitled to suspend further Work until all outstanding invoices have been paid in full.

3.4 All payments due in respect of any of the Work completed shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.5 Unless otherwise expressly agreed in writing the Charges shall be an estimate only and subject to amendment and variation as stated in these Conditions. Any additional work beyond what is set out above or variations or changes will be charged on a time and materials basis and the Charges will be calculated in accordance with the Order and the cost of materials will be based on manufacturer's prices plus our usual mark up.

3.6 The Charges specified above include (unless stated otherwise) all administration and certificates which will be issued after the Services have been performed.

3.7 The Charges are based upon current costs of transport, labour and Goods and unless otherwise stated, shall be inclusive of all labour, transport and Goods but exclusive of VAT.

3.8 The Charges are partly calculated by reference to the quantity of Goods which shall be estimated to be required but which can only be accurately determined during performance of the Work. The amount of Goods actually consumed shall be monitored on performance of the Works and if the amount of Goods actually consumed exceeds the material estimate the Charges shall be revised accordingly provided always that the quoted price shall not be revised by more than 20% without prior consultation with the

Customer.

3.9 Any other additional costs above the quoted price arising from delays or interruptions including but not limited to Force Majeure, unforeseen site conditions, suspension of manufacture or re-scheduling of deliveries of Goods or of the programme of Work as a result of trade embargoes or trade tariffs, the Customer's instructions or revisions or information or failure to comply with Clause 7 or acts or omissions of the Company, its employees, agents, contractors, consultants and suppliers shall be borne entirely by the Customer and shall be added to the Charges.

3.10 The price payable by the Customer for the Work shall be the Charges as varied by clauses 3.8, 3.9, 4.3, and 11 or otherwise in accordance with these conditions.

4 DELIVERY AND SPECIFICATION

4.1 On condition that the Delivery Installment (if any) has been paid to the Company, the Company will use reasonable endeavours to commence the delivery of the Goods and performance of the Services on the Commencement Date or such other date as may be mutually agreed in writing and complete its obligations under the Contract within the Estimated Time to Complete. The Company shall have no obligation to perform the delivery or provide the Goods or Services until any such Delivery Installment has been paid to the Company.

4.2 Subject to clause 3.8 the quantity, quality and description of and any specifications for the Goods or Services shall be those set out in the Proposal.

4.3 The Company reserves the right at all times and without notice to change its specifications for any of the Goods or the Services or Work, if any such change will not materially affect the quality or performance of the Goods or the Services and without prejudice to the generality of the foregoing, to make any changes in the specification of the Goods or the Services which are required to conform with any applicable safety or other legal requirements subject to any adjustment of the prices quoted which may result from any such change.

4.4 Any time for performance stated in the Contract shall be an estimate unless the Company has expressly agreed in writing in the Order, a fixed time for performance in conjunction with a provision for liquidated damages. Such liquidated damages shall be payable at the rates specified in the Order up to a maximum of 5% of the Charges and will only be payable if the delay has been directly and solely caused by the default of the Company. Liquidated damages so payable shall be in full satisfaction of our liability for delay. Otherwise, the Company will not be liable for any loss or damage direct or indirect caused by any delay and in no case shall delay be a ground for rejecting the Work or otherwise rescinding the Contract. Time shall not be of the essence for performance of the Work or delivery of the Goods.

4.5 The time for performance shall be extended if delay is due in whole or in part due to (i) any delay caused by the acts or omissions of the Customer, its agents, employees, contractors, suppliers or consultants, (ii) non-availability of materials or labour, (iii) loss or damage by any one of the risks insured against by the Customer or its customer in relation to the Works; (iv) Force Majeure; or (v) unforeseen site conditions.

4.6 If the Contract requires that any inspection or test is carried out in the presence of the Customer or other parties or representatives, the Company will provide not less than three working days' notice of such inspection or test. In the event of any delay on the part of the Customer or other attendee in carrying out such inspection or test, the inspection or test may proceed in the absence of the Customer or other proposed attendees and shall be deemed to have been carried out in their presence.

5 RISK AND PROPERTY

5.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery of the Goods to the site of the Works

but title in the Goods shall only pass upon full payment of the Charges.

5.2 Until such time as title in the Goods has passed to the Customer the Company shall be entitled to repossess at any time any of the Goods of which title remains vested in the Company and in this regard, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the Goods or any part thereof are installed, stored or kept, or are reasonably believed so to be to retrieve the Goods and the Company shall not be liable for any damage or loss caused to the Customer or the Customer's premises provided that the Company has taken reasonable care when retrieving such Goods.

5.3 Subject to clause 5.2, the Customer shall:

5.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery.

5.4 Any scaffolding, plant, or equipment which the Company provides for its works shall be for its exclusive use. No other person may use such scaffolding, plant or equipment. The Customer shall issue and procure compliance with all such instructions to its employees, contractors, suppliers and consultants as are necessary to ensure that this clause is complied with and shall indemnify the Company against any failure to comply.

6 WARRANTIES AND LIABILITY

6.1 Subject to Clause 6.5, the Company warrants to the Customer that:

6.1.1 Any installations carried out by the Company as part of the Services will be substantially free from defects in workmanship (excluding fair wear and tear) for a period of 12 months (unless otherwise extended in the Order) after the Services have been performed ("**Warranty Period**") provided that:

6.1.1 the Customer allows the Company such access to the Site as may be reasonably required for the purposes of inspection, servicing, and callouts;

6.1.2 the Customer complies with its own maintenance responsibilities and Company's instructions as set out in the operations & maintenance manual provided by the Company at handover;

6.1.2 subject to Clauses 6.1.1 and 6.5, the Company shall, at its sole discretion, repair or replace such installations; and

6.1.3 the Company will use its reasonable endeavours to pass on any manufacturer's warranty to the Customer in respect of any Goods not manufactured by the Company.

The warranty described in this clause shall be defined as the "Limited Warranty". To the maximum extent permitted by law all other warranties and conditions are excluded.

6.2 Nothing in this clause shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

6.3 Subject to Clauses 6.2, 6.4 and 6.5, the Company's entire liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of a Contract shall in no circumstances exceed, in the aggregate, the lesser of (a) the total price payable by the Customer under this Contract in the previous twelve month period which gave rise to such claims or (b) the amount actually recovered, in respect of the relevant claim or claims under the professional indemnity insurance maintained by the Company. In respect of the Goods the Company shall have

no liability save that the Company shall pass on to the Customer by way of assignment or transfer (if and to the extent possible) the benefit of any manufacturer's or supplier's warranty that the Company has received.

6.4 Subject to Clause 6.2, in no event shall the Company be liable for any of the following even if the Company has been advised of the possibility of such loss (i) indirect, incidental or consequential loss, (ii) wasted or lost management time or expenditure, (iii) lost profits, goodwill, savings, (iv) indirect economic loss arising from or relating to any contract or the use of the Goods or performance or non-performance of the whole or part of the Services, (v) breach of statutory duty, or delay.

6.5 The Limited Warranty in Clause 6.1 does not cover any failure, defect, or damage to the Goods or any relevant installations relating to the services caused by: (i) misuse, accident, negligence, or wilful damage; (ii) continued use after a defect is reported; (iii) failure to follow the Company's instructions or good trade practice; (iv) compliance with Customer's specifications; (v) unauthorised repairs or modifications; (vi) abnormal conditions such as moisture, corrosion, power surges, or unsuitable environments; (vii) normal wear and tear; or (viii) changes made to comply with laws or regulations.

6.6 The Company's maximum aggregate liability for delay payable by the Company shall not, in any event, exceed 5% of the total Charges paid.

6.7 The Customer acknowledges and warrants that:

6.7.1 it is responsible and liable for any specifications, designs, instructions, data, drawings, calculations, services or connections specified or supplied by it to the Company (the Information);

6.7.2 it warrants that any such Information is fit for purpose and suitable for the Works and has been carried out or prepared using all reasonable skill and care; and

6.7.3 the Company may use and can rely upon the Information;

6.8 The Company shall retain ownership of and all intellectual property rights in any designs, drawings, data, calculations, software and any other Intellectual Property Rights created by the Company and its suppliers ("**the Documents**"). Upon payment of the Charges in full, we shall grant you a licence to use such Documents for the Works only. The Company shall not be liable for any use other than that for which the Documents were originally prepared.

6.9 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 6.8.

6.10 If the Customer fails to let the Company supply any replacement Goods or make good any defects in accordance with clause 6.1, then the Company shall have no liability to reimburse the Customer for the cost of any such Goods or services or repairs which shall be at the Customer's risk.

6.11 The Customer acknowledges that if it requests or requires (either expressly or implicitly due to the nature of the site and/or the desired solution or outcomes) the Company to design a system that is not in accordance with any industry standards, guidance, requirements or recommendations then the Company shall not be in breach of contract or have any liability to the Customer (subject always to clause 6.2) in respect of such design and Services due to it not being in accordance with those standards, requirements, guidance or recommendations and shall indemnify the Company from any claims, damages, costs, losses, expenses and fees from such designs and/or Services.

7 CUSTOMER'S OBLIGATIONS

7.1 The Customer warrants that:

7.1.1 the Customer shall allow safe, asbestos free, full and free access to the Site of the Work and shall provide that all

legal, statutory or other requirements and necessary consents, licences (including all licences and permissions required to use the Information) and notices have been obtained to enable the Work to be commenced on the Commencement Date at the Site and that all facilities necessary for carrying out the Work continuously during the working hours and outside normal working hours (if the Customer has notice of the Company's requirements to work outside normal working hours) are provided to the Company before the Commencement Date;

7.1.2 the Customer shall provide such information regarding the site of the Work and its use and environment as may reasonably be required by the Company to carry out the Work;

7.1.3 the Customer shall take all steps as may be necessary to ensure the safety of any of the Company's representatives who shall carry out the Work;

7.1.4 the Customer or its representatives shall be available for consultation at all times during the continuance of the Work;

7.1.5 the Customer shall co-ordinate all and any works being carried out on the Site so that such other works, contractors, suppliers, employees and consultant allow the free and uninterrupted performance of the Services;

7.1.6 the Customer shall make available at its cost and constantly maintain an adequate supply of electricity and such other mains services as shall be considered necessary by the Company for the Work to be carried out;

7.1.7 whilst the Company will use reasonable endeavours to ensure that the site of the Work is left in a clean and tidy condition following completion of the Work the Customer hereby agrees that the reinstatement of the Site and all waste arising from the Work shall be the liability and responsibility of the Customer; and

7.1.8 the Site is suitable and ready for the Work. The Customer is responsible for, inter alia, all and any site alterations, structural works, scaffolding, steel or timber works necessary to install the Goods and to carry out the Services including intersections, establishing site datum levels or alignment of ceilings, floors, protection and sheeting, associated surfaces (for final aesthetics or otherwise).

7.2 The Customer shall indemnify and keep the Company indemnified against any liabilities which the Company may incur to any person whatsoever and against any claims, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) sustained, incurred or payable by the Company (whether direct or indirect or consequential) to the extent that the same arises by reason of any act, negligence, error, omission or default of the Customer, its employees, agents and sub-contractors in connection with this Contract including any third party contracts. This Clause 7.2 shall survive termination of the Contract.

7.3 The Customer acknowledges and accepts that any fire-suppression or detection system supplied or serviced by the Supplier, in accordance with the relevant standard(s), is designed to assist in mitigating the effects of fire but cannot ensure that every fire will be detected, controlled, or extinguished in all circumstances. Performance may be affected by factors outside the Supplier's control, including but not limited to fire load, building modifications, ventilation, obstruction, and the Customer's own fire-safety management. Accordingly, the Supplier gives no warranty, express or implied, that the System will in all cases prevent loss, damage, or business interruption arising from fire.

8 TERMINATION

8.1 The Company shall be entitled to terminate or suspend

the Contract without liability by giving written notice to the Customer at any time:

8.1.1 if the Customer shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy or be the subject of any insolvency proceedings, or if a bankruptcy petition be presented against the Customer or (if the Customer is a company) if any resolution or petition to wind up the Customer shall be passed or presented, or if a receiver of the whole or any part of the Customer's undertakings, property or assets shall be appointed;

8.1.2 should the Customer fail to pay the Charges when they are due;

8.1.3 the Company is unable to carry out the Services or deliver the Goods in a reasonable time;

8.1.4 should the Customer be in breach of any of its obligations hereunder; or

8.1.5 If the Customer experiences a deterioration in its financial position such that the Company reasonably believes the Customer may be unable to meet, or may be hindered in meeting, its obligations under the Contract.

8.2 Upon termination of the Contract by either party or at all, the Customer agrees to forthwith take a novation of any hire or lease agreement or sub contract that the Company has entered into at the Customer's request for the performance of the Contract and hereby agrees to indemnify the Company for any losses, damages etc including without limit for any liabilities or obligations that the Company may have or have had under any hire or lease agreements or subcontracts entered into in connection with the Contract.

8.3 The Company may terminate the Contract for convenience at any time by providing the Customer with not less than thirty (30) days' prior written notice.

8.4 The exercise by the Company of any right of suspension or termination under this clause 8 shall be without prejudice to any other rights or remedies available to the Company (whether under the Contract, at law or in equity) and shall not affect any accrued liabilities of either party.

9 CONFIDENTIALITY

9.1 Each party shall keep confidential and not disclose to any third party any information received from the other party in connection with the Contract, except as required by law or with the other party's prior written consent.

10 GENERAL

10.1 Each party shall, at its own expense, comply with all applicable laws, statutes, regulations, and codes in connection with the performance of its obligations under this Contract, including but not limited to laws relating to anti-bribery and corruption (including the Bribery Act 2010), health and safety, environmental protection, and data protection (including the UK General Data Protection Regulation and the Data Protection Act 2018). Each party shall maintain in place its own policies and procedures to ensure compliance with the foregoing and shall provide evidence of such compliance to the other party upon reasonable request.

10.2 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or such other physical or email address set out in the Order save that (a) any Payment Notice must be sent to and marked for the attention of the Project Manager and Financial Supervisor notified to the Customer from time to time; and (b) any Payless Notice must be sent by recorded delivery to the registered office address of the Company addressed for the attention of Andrew Picton, Managing Director.

10.3 The Company may assign or subcontract any of its

rights or obligations under the Contract without the Customer's consent. The Customer may not assign or transfer the Contract, in whole or in part, to any third party without the prior written approval of the Company.

10.4 No waiver by the Company of any breach of a Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver by the Company shall only be effective if in writing expressly waiving the provision in question.

10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.6 The Company shall be under no liability to the Customer in respect of anything which, apart from this provision, may constitute breach of any Contract arising by reason of Force Majeure.

10.7 These Conditions and any Contract shall be governed and construed in accordance with the laws of England (including as to validity and enforcement) and the parties submit to the exclusive jurisdiction of the English courts.

10.8 These Conditions (and where applicable construed together with the Contract) shall constitute the entire agreement between the parties with respect to its subject matter and (except in the case of fraud) supersedes all warranties, promises and representations or other assurances.

10.9 All illustrations, drawings and data contained in the Company's printed literature, prices list, publications or advertisements are approximate representations only and none of them form part of the Contract.

10.10 The Customer acknowledge and agree that details of its name, address and payment record may be submitted to a credit reference agency, a credit insurer or other third party to verify its credit worthiness, and that personal data will be processed by us and on our behalf in connection with the Work.

10.11 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

11 INSTRUCTIONS AND VARIATIONS

11.1 The Customer may not issue instructions or request variations to the Works ("**Variation**") unless these instructions are in writing and the instructions are valued as variations or the Variation is agreed in writing by an authorised representative of the Company.

11.2 Variations shall be valued by the Company by reference to the relevant rates and prices in the Order.

11.3 The Company shall be paid any loss and/or expense incurred by the Company due to the progress of the Work being affected by the Variation and shall be granted an extension of time as is reasonable given the nature and extent of the Variation.

11.4 The value of the Variation together with the value of any loss and expenses to be paid to the Company calculated in accordance with this clause 11 shall be added to the Charges.