

FLITETEC - TERMS AND CONDITIONS FOR SUPPLY OF GOODS & SERVICES

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

- Bribery Laws** means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;
- Business Day** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for business in England;
- Conditions** means these terms and conditions for supply of goods & services;
- Confidential Information** means any commercial, financial or technical information, information relating to the Goods, Services, plans, know-how or trade secrets which has been identified as confidential or which a reasonable business person would regard as confidential;
- Contract** means the agreement between the Supplier and the Customer for the sale and purchase of the Goods and/or Services, incorporating these Conditions;
- Customer** means the person who purchases the Goods and/or Services from the Supplier, as set out in the Order;
- Force Majeure** means any event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract, including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
- Goods** means the goods to be supplied by the Supplier to the Customer, as set out in the Order;

- Intellectual Property Rights** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled; and (f) in whichever part of the world existing;
- Location** means the address(es) for delivery of the Goods as set out in the Order;
- Order** means the Customer's order for the Goods and/or Services;
- Services** means the provision of software subscription services associated with the use of the Goods, as further described in the Order;
- Specification** means the description or specification of the Goods and Services set out or referred to in the Order;
- Supplier** Flitetec Limited, incorporated and registered in England and Wales with company number 02868467, whose registered office is at Unit 9 28 Plantation Road, Amersham, Buckinghamshire, United Kingdom, HP6 6HD;
- VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that

party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 words in the singular include the plural and vice versa;

1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made under that legislation.

2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract.

2.2 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each party.

2.3 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods and/or Services specified therein, subject to these Conditions. The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods or Services shall arise, until the earlier of:

2.3.1 the Supplier's written acceptance of the Order; or

2.3.2 the Supplier dispatching the Goods and/or beginning provision of the Services, or notifying the Customer that they are ready to be delivered, supplied or collected (as the case may be).

2.4 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods or Services and are incapable of being accepted by the Customer.

3 Price and payment

3.1 The price for the Goods and Services shall be as set out in the Order (**Price**).

3.2 The Prices are exclusive of VAT and any excluded elements described in the Order, which may include packaging, delivery, insurance or other additional or optional services, which shall be charged and payable in addition in accordance with the Supplier's valid VAT invoice.

3.3 The Supplier may increase the Prices at any time by giving the Customer not less than 30 days' notice in writing provided that the increase shall not apply to any Goods already completed and delivered to the Customer.

3.4 Unless otherwise specified in the Order, the Supplier shall invoice the Customer:

3.4.1 for the Goods at any time on or following collection or delivery (as the case may be) of the Goods; and/or

3.4.2 for the Services in advance on an annual recurring basis unless and until expiry or termination.

3.5 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice (unless otherwise specified in the Order) via the payment method nominated by the Supplier.

3.6 Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights:

3.6.1 suspend provision of Goods and/or Services provided hereunder or under any related agreement between the parties; and/or

3.6.2 charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and such interest shall accrue on a daily basis from the due date for payment until actual payment in full, whether before or after judgment.

4 Delivery of Goods

4.1 The Order shall specify whether the Goods are to be delivered by the Supplier (or its appointed carrier) to the Location or made available for collection by the Customer at the Supplier's nominated premises.

4.2 The Goods shall either be delivered by the Supplier to the Location on the date(s) or within the lead time(s) specified in the Order (or otherwise within a reasonable period of time) or collected by the Customer within five (5) Business Days' of the Supplier's notification that the Goods are ready for collection (as the case may be). The Goods shall be deemed delivered by the Supplier on arrival of the Goods at the Location or on being made available for collection by the Customer.

4.3 The Supplier may deliver the Goods in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.4 The Supplier shall use its reasonable endeavours to meet estimated dates for delivery, but any such dates are approximate only.

4.5 The Supplier shall not be liable for any delay in or failure of performance caused by:

4.5.1 the Customer's failure to: (i) make the Location available; (ii) prepare the Location in accordance with the Supplier's instructions or as required for the Goods; (iii) provide the Supplier with adequate instructions for delivery; or (iv) complete collection of the Goods from the nominated premises (where applicable); or

4.5.2 Force Majeure.

4.6 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable storage and insurance charges incurred by the Supplier in doing so.

5 Risk & title

5.1 Risk in the Goods shall pass to the Customer on delivery.

5.2 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods, except where the Order specifies that the Goods are provided on a leased basis, in which case title shall remain with the Supplier.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

5.3.1 hold the Goods as bailee for the Supplier;

5.3.2 take all reasonable care of the Goods and keep them in the condition in which they were delivered and insured for their full replacement value;

5.3.3 ensure that the Goods are clearly identifiable as belonging to the Supplier and not remove or alter any mark on or packaging of the Goods; and

5.3.4 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 14.1.1 to 14.1.10.

5.4 Notwithstanding clause 5.3, the Customer may use the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 14.1.1 to 14.1.2 or 14.1.3 to 14.1.10 has occurred or is likely to occur.

5.5 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 14.1.1 to 14.1.2 or 14.1.3 to 14.1.10, the Supplier may:

5.5.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

5.5.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

6 Supply of Services

6.1 The Supplier shall provide the Services in accordance with:

6.1.1 the Contract, including the Specification;

6.1.2 good industry practice; and

6.1.3 all applicable laws and regulations.

6.2 The Services are provided to the Customer under licence, for the duration of the Contract (including any renewals and extensions provided for in the Order or these Conditions). Accordingly, the Customer agrees that it shall:

6.2.1 be entitled to access and use the Services on a non-exclusive, non-transferable basis for its internal business purposes only;

6.2.2 cease to have access to and use of the Services on the expiry or termination of the Contract howsoever caused;

6.2.3 not use the Services in any way that is unlawful or fraudulent;

6.2.4 not access, store, distribute or transmit any viruses, malicious code or other unlawful, harmful or inappropriate materials via the Services;

6.3 Save where otherwise specified in the Order, the Services shall continue and renew on a rolling annual basis, unless and until terminated by either party giving no less than sixty (60) days' prior written notice to the other, such notice to take effect on the next applicable renewal date.

7 Warranty

7.1 The Supplier warrants that, for a period of 12 months from delivery in relation to Goods and 3 months from the first date of performance in relation to Services (the **Warranty Period**), they shall each:

7.1.1 conform in all material respects to their description and to the Specification; and

7.1.2 be free from material defects in design, material and workmanship.

7.2 The Supplier shall, at its option, correct, repair, remedy, re-perform or refund the Goods and/or Services that do not comply with clause 7.1, provided that the Customer:

7.2.1 serves a written notice on Supplier not later than five (5) Business Days from delivery in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery in the case of latent defects;

7.2.2 such notice specifies that some or all of the Goods and/or Services do not comply with clause 7.1 and identifying in sufficient detail the nature and extent of the defects; and

7.2.3 gives the Supplier a reasonable opportunity to examine the claim of the defective Goods and/or Services.

7.3 Except as set out in this clause 7:

7.3.1 the Supplier gives no warranty and makes no representations in relation to the Goods or Services and, in particular, does not warrant or guarantee that access to and use of the Services will be uninterrupted, error-free or meet any particular purpose; and

7.3.2 the Supplier shall have no liability for the failure to comply with the warranty in clause 7.1,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

8 Anti-bribery

8.1 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

8.1.1 all of that party's personnel; and

8.1.2 all others associated with that party,

involved in performing the Contract so comply.

8.2 Without limitation to clause 8.1, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere.

9 Anti-slavery

9.1 Each party undertakes and warrants that:

9.1.1 neither it nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**);

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and

9.1.2 it shall comply with the Modern Slavery Act 2015.

10 Limitation of liability

10.1 Subject to the other provisions of this clause 10, the Supplier's aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall

not exceed an amount equal to the Prices paid by the Customer to the Supplier under the Contract.

10.2 Subject to clause 10.3, the Supplier shall not be liable for consequential, indirect or special losses howsoever caused and shall not be liable for any of the following (whether direct or indirect):

- 10.2.1 loss of profit;
- 10.2.2 loss or corruption of data;
- 10.2.3 loss of use;
- 10.2.4 loss of production;
- 10.2.5 loss of contract;
- 10.2.6 loss of opportunity;
- 10.2.7 loss of savings, discount or rebate (whether actual or anticipated);
- 10.2.8 harm to reputation or loss of goodwill.

10.3 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- 10.3.1 death or personal injury caused by negligence;
- 10.3.2 fraud or fraudulent misrepresentation; or
- 10.3.3 any other losses which cannot be excluded or limited by applicable law.

11 Intellectual property

11.1 The Supplier is the owner or licensor of all Intellectual Property Rights in the development, manufacture and/or provision of the Goods and Services. Nothing in these Conditions serves to transfer any such Intellectual Property Rights to the Customer.

11.2 The Customer shall not, except to the extent expressly permitted under the Contract or by applicable law that cannot be excluded by agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Services or any Intellectual Property Rights therein in any form or media or by any means.

11.3 The Customer undertakes that it shall not attempt to reverse-engineer, reverse-compile, disassemble, or otherwise reduce to human perceivable form all or any portion of the Goods and/or Services.

12 Confidentiality

12.1 Each party shall keep confidential all Confidential Information of the other and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

- 12.1.1 any information which was in the public domain at the date of the Contract;
- 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 12.1.3 any information which is independently developed by the receiving party without using information supplied by the disclosing party; or
- 12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

12.2 This clause shall remain in force for a period of five years from the termination or expiry of the Contract.

13 Force Majeure

13.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- 13.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 13.1.2 uses reasonable endeavours to minimise the effects of that event.

14 Termination

14.1 Either party may terminate the Contract at any time with immediate effect by giving notice in writing to the other if:

- 14.1.1 the other commits a material breach of the Contract and such breach is not remediable or, if remediable, it is not remedied within 14 days of receiving written notice of such breach;
- 14.1.2 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue;
- 14.1.3 the other stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- 14.1.4 the other is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986;
 - 14.1.5 the other becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.1.6 the other has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.1.7 the other has a resolution passed for its winding up;
 - 14.1.8 the other has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 14.1.9 the other has a freezing order made against it;
 - 14.1.10 the other is subject to any events or circumstances analogous to those in clauses 14.1.3 to 14.1.9 in any jurisdiction.
- 14.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

15 Notices

- 15.1 Any notice given by a party under these Conditions shall:
- 15.1.1 be in writing and in English;
 - 15.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 15.1.3 be sent to the relevant party at the address set out in the Contract.
- 15.2 Notices may be given, and are deemed received:
- 15.2.1 by hand: on receipt of a signature at the time of delivery;
 - 15.2.2 by standard (first-class or equivalent) post: at 9.00 am on the second Business Day after posting;
 - 15.2.3 by international (tracked, signed-for or equivalent) post: at 9.00 am on the fifth Business Day after posting; and
 - 15.2.4 by email: on receipt of a delivery email from the correct address.

- 15.3 This clause does not apply to notices given in legal proceedings or arbitration.

16 General

- 16.1 Entire agreement:
- 16.1.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
 - 16.1.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 16.2 Variation. No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, both parties.
- 16.3 Assignment. The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.
- 16.4 No partnership or agency. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 16.5 Severance. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in

order to agree the terms of a mutually acceptable alternative provision.

16.6 Waiver

16.6.1 No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

16.6.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by a party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.

16.7 Compliance with law. Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it.

16.8 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce any of the provisions of the Contract.

16.9 Governing law and jurisdiction. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

17 Data Protection and Privacy

17.1 Compliance with Data Protection Laws. The Company commits to complying with all applicable data protection laws including, but not limited to, the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018. We are dedicated to safeguarding the personal data of our customers, employees, and other stakeholders.

17.2 Collection and Use of Personal Data. Personal data shall be collected solely for lawful purposes connected to the services provided by the Company and will be processed fairly and lawfully in accordance with individuals' rights. The data collected may include names, contact details, identification numbers, and other information necessary for the provision of our services and products.

17.3 Purpose of Processing. The Company will specify the purposes for which personal data is processed at the time of collection. Personal data will not be further processed in any manner incompatible with those purposes without prior informed consent.

17.4 Data Minimisation. We shall ensure that personal data collected and processed is adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed.

17.5 Data Accuracy and Retention. The Company will take reasonable steps to ensure personal data is accurate, complete, and kept up-to-date. Data will be retained only for as long as necessary for the fulfilment of the purposes for which it was collected or as required by law.

17.6 Data Security. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including protection against unauthorized or unlawful processing, accidental loss, destruction, or damage.

17.7 Rights of Data Subjects. Individuals whose personal data is processed by the Company have the right to access their personal data, request correction or deletion, restrict processing, object to processing, and the right to data portability. Requests to exercise these rights can be directed to our designated Data Protection Officer at info@flitetec.com

17.8 Data Transfers. Disclosure to Partners. The Company may share personal data with strategic partners, financiers, and bankers, where it is necessary for the execution of business transactions or for enhancing the provision of our services. The sharing of data will only occur in compliance with all applicable data protection laws and within the confines of lawful processing.

17.9 Purpose of Sharing. Data shared with partners is limited to what is necessary to fulfil contractual obligations,

provide requested services, or for purposes that are explicitly consented to by the data subjects. This may include, but is not limited to, credit checks, financing arrangements, and payment processing.

17.10 Safeguarding Data. Prior to sharing any personal data with partners, the Company ensures that all partners have sufficient and appropriate data protection measures in place. This includes contractual clauses that oblige our partners to comply with privacy standards comparable to those to which the Company adheres and to use the data only for agreed-upon purposes.

17.11 Transparency and Consent. When personal data is to be shared with partners, the Company will inform the affected individuals about the sharing, the identity of the partners, and the purposes of the sharing. Data subjects will have the opportunity to consent to this sharing, except where legal obligations require sharing without prior consent.

17.12 Right to Object. Data subjects have the right to object to the processing of their personal data for purposes of sharing with partners. They can exercise this right by contacting our Data Protection Officer. Upon receiving an objection, the Company will cease to share the data unless it can demonstrate compelling legitimate grounds for the processing which override the interests, rights, and freedoms of the data subject, or for the establishment, exercise, or defence of legal claims.

17.13 Regular Audits. The Company conducts regular audits of its data-sharing practices with partners to ensure compliance with all applicable laws and the effectiveness of the privacy safeguards. Any identified issues are promptly addressed to continuously improve data protection measures.

17.14 Third-Party Processors. The Company may engage third-party processors to process personal data. These processors are contractually bound to comply with data protection standards outlined in this policy and are not permitted to process personal data for any other purposes.

17.15 Notification of Data Breaches. In the event of a data breach, we will promptly notify the relevant supervisory authority and affected individuals, where there is a high risk to their rights and freedoms, in accordance with GDPR requirements.

17.16 Changes to the Data Protection Policy. This data protection policy may be amended at any time. The Company will notify affected parties of significant changes through our usual communication channels.

17.17 Contact Information. For any inquiries regarding data protection, please contact our Data Protection Officer at info@flitetec.com