

## CHUBB SYSTEMS TERMS AND CONDITIONS - SALE

### 1 DEFINITIONS

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

**Agreement:** (a) these Conditions, the Quotation, the Scope of Works, the Specification, the Customer's order for the Chubb System and the Customer Acceptance (b) the system or equipment described in the Quotation and/or the Specification.

**Company:** Chubb Systems Limited.

**Costs and Expenses:** means costs and expenses incurred by the Company in carry out the Scope of Work for the Customer, which include, but are not limited to, photocopying costs, travel costs, accommodation costs, reproductions costs and subcontractor fees and costs.

**Customer:** the person/organisation named in the Quotation and/or Specification

**Force Majeure Event:** means any circumstance not within a party's reasonable control including, without *limitation*:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) 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;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) 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);
- h) [non-performance by suppliers or subcontractors [(other than by companies in the same group as the party seeking to rely on this clause); and
- i) interruption or failure of utility service

**Handover:** the date the Company commissions the Chubb Systems' system.

**Normal Working Hours:** 08.30 - 17.00 hours (Monday to Friday) except for bank and public holidays.

**Premises:** the postal address (or installation address if different) set out in the Quotation.

**Quotation:** the Company's written terms which sets out the Specification, Scope of Work, and the charges the Company will render to the Customer for the delivery of the Scope of Work together with any additional express terms of contract agreed between the Company and the Customer of supply for the Chubb System.

**Scope of Work:** The works or services provided by the Company to the Customer as set out in the Quotation.

**Specification:** the Company's specification for the Chubb System.

**Warranty Period:** *Agreement type:* (a) supply, install, commission and service the Chubb System:- 12 months from date of Handover; (b) supply, install and commission, or supply and commission, the Chubb System - 90 days from date of Handover with an extended 12 months warranty on parts only from date of Handover; (c) supply of Chubb System:- 12 months warranty on parts only from date of delivery.

### 2 WORKING CONDITIONS

- 2.1 Installation, commissioning and repairs under warranty will be carried out during Normal Working Hours, although it may be necessary to work outside those hours. Unless otherwise specifically agreed the Company does not carry out extraneous work, making good, redecoration, carpet laying, building or carpentry work etc.
- 2.2 The Company reserves the right to charge for work carried out outside Normal Working Hours, or alteration to the Specification required by the Customer or interruption or delays caused by the Customer, its employees, agents, customers or other trades during installation or commissioning.
- 2.3 Any work required in addition to the Scope of Work shall be additional works and shall be charged on a time charge basis in accordance with the Company's standard hourly charge out rate per staff grade applicable as at the date the works are performed.

### 3 THE CUSTOMER'S OBLIGATIONS

The Customer shall comply with the following obligations:

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

## 4 TERMS OF PAYMENT

- 4.1 Time for payment shall be of the essence.
- 4.2 The Customer shall pay to the Company the charges set out in the Quotation and any Cost and Expenses agreed with the Customer within 30 days of the Company's invoice, without deduction or set off.
- 4.3 Invoices will be rendered monthly unless otherwise stated in the Quotation. Invoices shall be on a percentage complete basis for fixed fee/ ad Valorem work and on a time expended basis for time related works.
- 4.4 Costs and Expenses shall be in addition to the charges unless specifically included in the Quotation. Payments shall be made in the currency specified in the Quotation.
- 4.5 If any payments are later than 30 days, the Company may suspend delivery of the Chubb System (or any part of it), and/or defer commissioning of the Chubb System and/or by 7 days' notice in writing terminate the Agreement.
- 4.6 The Company shall be entitled to charge interest on any sums not paid at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made.
- 4.7 The Company may increase or decrease the charges set out in the Quotation after the 12 month anniversary of the Agreement being in place.

## 5 THE COMPANY'S OBLIGATIONS

The Company shall comply with the following obligations:

- 5.1 Supply and/or install and/or commission the Chubb System within a reasonable time of the date of acceptance of the Quotation or as otherwise agreed by the Company in writing.
- 5.2 Make good by repair or at the Company's option by the supply of a replacement, defects in the Chubb System which are notified to the Company during the Warranty Period provided such defects are due to the Company's faulty materials or workmanship or the Chubb System not being in accordance with the Quotation and/or Specification. If the Chubb System has become defective for any other reason, such as accidental damage or failure by the Customer or his employees or agents to install, operate, service or maintain it in accordance with the operating instructions, relevant British Standards, then these defects will not be covered by this warranty. This warranty is in addition to and does not affect the Customer's statutory rights.
- 5.3 The Company will, after Handover, issue to the Customer its handover certificate stating the date of commissioning of the Chubb System and such certificate shall be conclusive evidence of Handover.
- 5.4 The Company reserves the right to alter the Scope of Work and/or the Specification to effect improvement or because of difficulties in obtaining supplies provided that such alterations shall not adversely affect the performance of the Chubb System. Any such alteration to the Specification will be notified to the Customer in writing.

5.5 Any failure by the Company to perform any of its obligations by reason of any cause beyond the reasonable control of the Company shall not be deemed to be a breach of the Agreement

## 6 INSURANCE

The Company shall provide £10 million pounds Employers Liability Insurance, £5 million pounds Public and Product Liability Insurance and where the Company has design liability, shall also provide £1 million pound Professional Indemnity Insurance,

## 7 COPYRIGHT

7.1 All intellectual property rights associated with the Scope of Work shall remain vested in the Company. A specific license for use may be granted by the Company. If the Customer defaults on payment to the company such license is hereby automatically revoked. The Company shall not be liable for any use of the copyright material for any purpose other than the original intent.

## 8 THE COMPANY'S LIABILITY

8.1 The Company has no detailed knowledge of the nature or value of the contents of the Premises for which the Chubb System has been specified and in which the Chubb System is to be installed. The Customer does (or should) know the nature or value of the contents of the Premises, and agrees that since the potential loss or damage which the Customer might suffer is likely to be disproportionate to the sums that can reasonably be charged by the Company, and taking into consideration the opportunity afforded to the Customer to negotiate the terms of any limitation, the Customer acknowledges that it is fair and reasonable for the Company to limit or exclude its liability.

8.2 The Company accepts liability

- (i) for death or personal injury to the extent the same results from breach by the Company of its statutory duty (where the Company is strictly liable for such breach) or from any negligent act or omission of the Company;
- (ii) arising out of any breach of the Company's obligations as to title implied by statute;

8.3 The company will indemnify the Customer in respect of claims for direct physical damage to the Customer's property arising as a direct result of the negligence of its servants in the performance of this Agreement.

8.4 The company will indemnify the Customer in respect of claims for direct physical injury to, or the death of, the Customer's staff, where such is attributable to the negligence of Company or its servants.

8.5 The company shall not be liable for any loss of software data, how so ever occasioned.

8.6 The company shall not be liable for any indirect or consequential damages arising out of its performance under this Agreement.

8.7 Notwithstanding anything else in this Agreement, and to the extent permitted by law, Company's total liability in contract, tort, strict liability or otherwise arising in connection with this Agreement shall be limited in the aggregate at the charges set out in the Quotation.

## 9 TERMINATION

9.1 The Company, if it shall terminate this Agreement by reason of the Customer's default under Condition 6(a) above, shall have the following rights:-

- (i) to repossess the Chubb System or any part of it and to remove the same from the Premises or other premises where it is kept. If the Company is denied access to such place in breach of the Agreement, the Customer shall deliver the Chubb System immediately to the Company's branch address.
- (ii) to recover from the Customer all amounts due under the Agreement but unpaid, up to the date of termination, including all expenses incurred in repossessing the Chubb System.

## 10 SUBCONTRACTORS

10.1 The Company may perform any of its obligations under the Agreement through subcontractors.

## 11 GENERAL

- (i) The Agreement and the documents referred to in it cancels all prior agreements (whether written or oral) between the Company and the Customer relating to the Chubb System and contains the complete and exclusive agreement between the Company and the Customer.
- (ii) The Customer acknowledges that in agreeing to enter into the Agreement it has not relied on any representation, warranty or other assurance except those set out in the Agreement or any other document referred to in the Agreement.
- (iii) The Customer acknowledges that the information contained in the Quotation is provided in confidence and regarded as commercially sensitive information as defined under the Freedom of Information Act 2000 (as

amended), in particular our rates, prices, personal information and information deemed by the Company to be a trade secret.

This Agreement shall not be transferrable or assignable by the Customer to any other party.

- 11.1 No waiver of any breach of any provision of the Agreement shall be considered a waiver of any other or subsequent breach of the Agreement.
- 11.2 Rights and remedies which are available under the Agreement (or at law), are not mutually exclusive, so that the exercise of one or more of them is no bar to the exercise of any others at a later date.
- 11.3 In the event that any provision or any portion of any provision of the Agreement shall be held invalid, illegal or unenforceable the remainder of the Agreement shall remain valid and enforceable.
- 11.4 Any notice required to be given hereunder shall be sufficiently given if properly addressed and sent by post to, in the case of the Company, its principal address specified in the Quotation and, in the case of the Customer, its last known address.
- 11.5 The Conditions form an integral part of each Agreement for the supply of the Chubb System and any terms and conditions contained in or referred to in the Customer's order for the Chubb System shall not bind the Company unless expressly agreed by the Company in writing. If there is any conflict between the Conditions and any other document comprising the Agreement, then the provisions of the Conditions shall prevail.
- 11.6 The Agreement shall be governed, construed and take effect in accordance with the laws of England and all disputes arising in connection with the Agreement shall be subject to the nonexclusive jurisdiction of the English courts.
- 11.7 If we decide to use a scanned copy of this Agreement in any court action instead of the original then you agree that the scanned contract may be treated as if it were the original, and unless you can show that its validity is in serious doubt, we will not have to prove the scanned contract is genuine
- 11.8 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy that exists or is available to a third party apart from that Act.

## 12 FORCE MAJEURE

- 12.1 Provided it has complied with clause 12.33, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 12.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 12.3 The Affected Party shall:
  - a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than [five] days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 12.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving two weeks' written notice to the Affected Party.

## 13 RESTRICTIONS ON SENSITIVE COUNTRIES

The Customer agree that it will not either directly or indirectly sell, re-export or transfer products, equipment, software, technical information or any services supplied under this Contract to the following countries: Iran, Sudan (including Southern Sudan), Cuba, North Korea, Myanmar and Syria including any entities or persons located in those countries, or who are owned or controlled by the governments of those countries. The Company reserves the right to change any of these countries in the future.

## 14 NUCLEAR INCIDENTS

The Customer will indemnify Company, against any liability to third parties, and against damage or injury, to any person or property including the Works, arising out of or resulting from ionising, radiations, or contamination, by radioactivity from any nuclear fuel or from any nuclear waste, save where liability or damage in respect of property, is caused by a corporate act or omission of ours done with intent to cause injury or damage.

## 15 ANTI-BRIBERY

Neither the party shall, directly or indirectly, make a bribe or other illegal gift or payment or offer, promise or authorize a bribe or other illegal gift or payment to any public or private person or entity, in connection with this Agreement. The parties represents and warrants that they have not taken, or permitted any of its Affiliates, agents, sub-contractors, suppliers or employees to take, any action which would constitute a breach of this provision, and covenants to comply with (and require its Affiliates, agents and employees to comply with) this provision. This provision shall survive the termination of this Agreement.

## 16 DATA PRIVACY

**Compliance with Law.** The products and/or services being provided require the collection of Personal Information (information and data exchanged in connection with this Agreement related to any identified or identifiable natural person or, in case of a conflict with applicable law, which is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed in connection with this Agreement. The parties take all reasonable commercial and legal steps to protect Personal Information.

**Rights and Obligations.** If the Customer provides the Company with Personal Information, the Customer will ensure that it has the legal right to do so. The Customer will notify the individuals whose Personal Information it has provided to the Company prior to providing it to the Company.

- 16.1 The Company may share Personal Information with the Company's service providers in accordance with applicable data privacy laws and with appropriate protections.
- 16.2 The Company may store Personal Information on servers located and accessible globally by Carrier entities and their service providers with appropriate protections in place.
- 16.3 If the Company processes Personal Information under this Agreement, the Company will retain the Personal Information for the term of this Agreement and thereafter as required under this Agreement, to protect the Company's legal rights, or as required or permitted by law or audit requirements. If processes Personal Information for purposes separate and apart from this Agreement, the Company serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period.
- 16.4 If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorized access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.
- 16.5 While performing under this Agreement, if a party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.

## 17 BREXIT

After taking all reasonable steps to mitigate, the Company shall give the Customer reasonable notice should it suffer during the course of this agreement any adverse impact on this agreement, including increases in costs and expenses, as a result of an Event i) related to the UK leaving the European Union, ii) related to an epidemic or pandemic, or iii) beyond the Company's reasonable control. An "Event" shall include, but not be limited to:

- (a) changes in law;
- (b) government action, public authority action;
- (c) national emergency;
- (d) changes in health and safety requirements,
- (e) changes in environmental requirements;
- (f) imposition of sanctions or embargo, breaking off of diplomatic relations;
- (g) increases in tariffs or other duties, taxes or levies imposed on exports or imports, fluctuating exchange rates;
- (h) changes or new requirements for licenses or consents;
- (i) delays in export or import of products or services due to controls, processes or restrictions;
- (j) terrorist attack, war; or,
- (k) any other change to the business or economic environment in which we operate that may be unforeseen at the date of this agreement.

Notwithstanding any other term or condition of this agreement, following reasonable prior written notice to the Customer setting out the change(s) to the agreement and the effective date(s), the Company shall be entitled as a



result of an Event, on a fair and reasonable basis, to (i) change any of this agreement's charges, prices, and/or rates so that the Company is financially no worse off than if the Event had not occurred, and/or (ii) vary any of the goods, products and/or services provided under this agreement.

In addition, it is further agreed that the Company shall have no liability for any delays to programme or delivery or any penalties, costs or damages that are associated with any programme or delivery if such delay is caused by an Event

## **18 DISPUTES**

In the event of a dispute that cannot be resolved by discussion and negotiation the Company and the Customer agree to an initial process of mediation. The mediation will be conducted in London, England, in accordance with the Centre of Dispute Resolution (CEDR) Model Mediation Procedure (as in force at the date of the mediation). The mediator shall be nominated by CEDR. All costs, other than legal costs associated with the process, shall be shared equally by the Company and the Customer.

In the event that a dispute cannot be resolved by mediation all disputes arising out of or in connection with this Agreement shall be settled on a final and binding basis under the Rules of Arbitration of the Chamber of Commerce, by one arbitrator, sitting in London, England conducting the arbitration in English and pursuant to English Law.

## **19 LAW**

This Contract shall be considered in accordance with English Law (Arbitration Act or its successor) and the parties hereby submit to the exclusive jurisdiction of the English courts.