

INTERPRETATION

ATEC/ATEC Security: Atec Security Limited (Company number 01936399)

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3.

Contract: any contract between ATEC and the Customer for the sale and purchase of the Deliverables and/or Services in accordance with these Conditions.

Customer: any entity who purchases the Deliverables and/or Services from ATEC and/or is otherwise a customer of ATEC howsoever including but not limited to anybody who could be reasonably regarded as being a customer of ATEC on the basis that they are obtaining Deliverables and/Services from ATEC and/or being listed on ATEC's specifications and/or on any sales order acknowledgements provided by ATEC.

Deliverables: the deliverables set out in the proposal and/or sales order acknowledgement produced by ATEC for the Customer.

Force Majeure Event: an event or circumstance beyond a party's reasonable control and to include any event declared by the World Health Organisation as being a pandemic.

Order: the Customer's order for the Deliverables and/or Services howsoever (whether written, oral or electronic), as set out in the Customer's purchase order form (if any).

Services: means all services and works supplied by ATEC to the Customer as set out in the Specification.

Specification: the description or specification for the Services provided by ATEC to the Customer howsoever which ATEC regard as being the specification and/or the description as a result of any Order and/or sales order acknowledgement, and where relevant together with the timetable for performance and costs of the Services.

01 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless expressly excluded by a written agreement signed by both the Customer and ATEC the purpose of which is to have a different basis of contractual relationship between ATEC and the Customer which is all encompassing and for the avoidance of doubt where there is ambiguity in such agreement then these Conditions shall apply.

2.2 The Order constitutes an offer by the Customer to purchase Deliverables and/or Services in accordance with these Conditions, the Order shall only be deemed to be accepted when ATEC issues written acceptance of the Order and/or commences performance at which point and on which date the Contract shall come into existence and without limitation this shall be deemed to be the date of the sales order acknowledgement to any Order and in absence of the sales order acknowledgement, the delivery of the Deliverables and/or Services subject to the inclusion these Conditions which will prevail over any other terms and conditions imposed by the Customer expressly or impliedly. The Customer is responsible for ensuring that the terms of the Order and/or Service Specification are complete and accurate. Once accepted an Order may not be cancelled by the Customer unless the Customer provides not less than 7 days' notice in respect of any project works or not less than 3 months' notice in respect of any term works and the Customer pays to ATEC all direct costs incurred or due to be incurred by ATEC in connection with such Order.

2.3 A quotation and/or proposal given by ATEC shall not constitute an offer. Unless otherwise expressly set out in the quotation and/or proposal, a quotation and/or proposal shall only be valid for a maximum period of 30 days from its date of issue. Prices are quoted exclusive of VAT which shall be applied if applicable.

02 DELIVERY

3.1 Delivery of Deliverables is completed upon completion of the earlier of:

- (a) the collection of the Deliverables by the Customer from ATEC;
- (b) ATEC loading the Deliverables onto a carrier engaged by the Customer for transportation to the Customer to such place as specified in the Order;
- (c) ATEC delivering the Deliverables to the Customer to such place as specified in the Order;
- (d) upon installation of the Deliverables by ATEC.

3.2 ATEC shall use its reasonable endeavours to deliver the Deliverables on any dates quoted for delivery and the time of delivery is not of the essence.

3.3 If ATEC fails to deliver the Deliverables, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Deliverables of similar description and quality in the cheapest market available, less the price of the Deliverables. ATEC shall have no liability for any failure to deliver the Deliverables to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide ATEC with adequate delivery instructions and/or a safe environment into which the Deliverables can be delivered and/or any other instructions or Customer obligations that are relevant to the supply of the Deliverables.

03 QUALITY

4.1 ATEC warrants that on delivery, and for a period of 12 months from the date of delivery all Deliverables supplied shall:

- (a) conform in all material respects with any specification notified by ATEC;
- (b) comply with all relevant statutes, laws, rules and regulations of all governmental and regulatory bodies; and
- (c) be free from material defects in design, material.

4.2 Subject to Clause 4.3, ATEC shall, at its option, repair or replace the defective Deliverables, or refund the price of the defective Deliverables in full if:

- (a) the Customer gives notice in writing to ATEC within a reasonable time of discovery that some or all of the Deliverables do not comply with the warranty set out in Clause 4.1;
- (b) ATEC is given a reasonable opportunity of examining such Deliverables; and

(c) where installation was not carried out by ATEC, the Customer (if asked to do so by ATEC) returns such Deliverables to ATEC's place of business at the Customer's cost.

4.3 ATEC shall not be liable for the Deliverables' failure to comply with the warranty set out in Clause 4.1 in any of the following events:

- (a) the Customer makes any further use of such Deliverables after giving notice in accordance with Clause 4.2 where such further use may increase the cost of repair or where such further use is otherwise reasonably avoidable;
- (b) the defect arises because the Customer failed to follow ATEC's oral or written instructions as to the storage, use and maintenance of the Deliverables or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of: any circumstances outside of ATEC's control, wilful damage, negligence, electrical damage, or abnormal storage or working conditions; or
- (d) the Deliverables differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.4 Except as provided in this Clause 4, ATEC shall have no liability to the Customer in respect of the Deliverables' failure to comply with the warranty set out in Clause 4.1 and The terms

implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.5 These Conditions shall apply to any repaired/replacement Deliverables supplied by ATEC.

4.6 ATEC shall supply the Services to the Customer in accordance with the Specification in all material respects. ATEC reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement.

4.7 ATEC shall use all reasonable endeavours to meet any performance dates for the Services specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4.8 ATEC warrants to the Customer that the Services will be provided using reasonable care and skill.

04 TITLE AND RISK

The risk in the Deliverables shall pass to the Customer on completion of delivery (unless in the care of ATEC engineers). Title to the Deliverables shall not pass to the Customer until ATEC receives payment in full (in cash or cleared funds) for the Deliverables.

05 CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

(a) co-operate with ATEC in all matters relating to the Contract;

(b) provide for ATEC, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required during normal business hours (or such other hours as agreed) to carry out the Services. Where the Customer requires ATEC to use or comply with specific facilities and or procedures, then such facilities and or procedures (including but not limited to security clearance, security passes, site-specific training, health and safety requirements and on-site car parking), should be made available to ATEC its agents, subcontractors, consultants and employees free of charge;

(c) provide to ATEC in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) reasonably required by ATEC in connection with the Services and/or Deliverables and ensure that they are accurate and complete in all material respects;

(d) ensure that all the Customer's equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(f) keep all materials, equipment, documents and other property of ATEC ('ATEC Materials') at the Customer's premises in safe custody at its own risk, maintain the ATEC Materials in good condition until returned to ATEC, and not dispose of or use the ATEC Materials other than in accordance with ATEC's written instructions or authorisation;

(g) comply with any additional responsibilities of the Customer as set out in the relevant Specification;

(h) provide a safe and secure environment in which ATEC and/or any of its employees, consultants and/or contractors can work in when attending the Customer's premises, including and not limited to providing suitable decontamination of the premises and equipment and ensuring social distancing procedures in operation are observed in accordance with Government guidelines and/or best practice from time to time.

6.2 If ATEC's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation then, without prejudice to any other right or remedy it may have, ATEC shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

06 PRICE AND PAYMENT

7.1 Unless otherwise agreed between ATEC and the Customer, the Customer shall pay all invoices in full and in cleared funds within 30 days of the date of the invoice and ATEC shall be entitled to invoice in accordance with ATEC's proposal and/or sales order acknowledgement. Payment shall be made to the bank account nominated in writing by ATEC. Time for payment is of the essence. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

7.2 If the Customer fails to make any payment due to ATEC under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England Base Lending Rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.3 ATEC reserves the right to suspend the supply of Deliverables or Services on 7 days' written notice where the Customer has failed to pay any amount due to ATEC as it falls due or where the Customer has exceeded its agreed credit limit until such overdue amounts and/or credit limit excess are settled by the Customer to ATEC's satisfaction.

07 INTELLECTUAL PROPERTY RIGHTS

8.1 ATEC and its licensors shall retain ownership of all intellectual property rights in relation to the Services and Deliverables

8.2 ATEC grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business. The Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 8.2 howsoever.

8.3 the Customer grants ATEC a licence to use, reproduce, publish and distribute, in any form or media, all or any portion of comments or photography ("**Marketing Material**") obtained in connection with the Contract for use in ATEC's marketing of public relation activities in accordance with ATEC's privacy policy provided that ATEC shall not use any Marketing Material which identifies the Customer without the Customer's express consent which shall not be unreasonably withheld or delayed.

08 TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a reasonable period after receipt of notice in writing to do so;

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

(c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without limiting its other rights or remedies, ATEC may suspend the supply of Services or all further deliveries of the Deliverables under the Contract or any other contract between the Customer and ATEC if the Customer becomes subject to any

of the events listed in clause 9.1(a) to clause 9.1(d), or ATEC reasonably believes that the Customer is about to become subject to any of them.

9.3 On termination of the Contract by ATEC the Customer shall immediately pay to ATEC all of ATEC's outstanding unpaid invoices and interest and shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then ATEC may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

9.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

09 LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude ATEC's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for ATEC to exclude or restrict liability.

10.2 Subject to clause 10.1:

(a) ATEC shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) ATEC's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed (i) in respect of any loss which is met by ATEC's insurance company (excluding excess) under any relevant policy held by ATEC or (ii) in respect of any other loss, an amount equal to 100% of the price of the Deliverables and/or Services paid and or payable by the Customer under the Contract.

10 FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for one month, the party not affected may terminate this Contract by giving 14 days' written notice to the affected party.

11 GENERAL

12.1 Assignment and other dealings

(a) ATEC may at any time assign or transfer (pursuant to a reorganisation) or subcontract all or any of its rights or obligations

under the Contract. In respect of fire alarm systems, the use of a sub-contractor shall be in compliance with rules NSI & BAFE SP203-1. In respect of security systems personnel this will include the BS7858 requirements for security screening and other related NSI requirements. Unless a subcontractor has been nominated by the Customer ATEC remain responsible for all acts and omissions of the subcontractor.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ATEC.

12.2 Entire agreement

(a) This Contract constitutes the entire agreement between ATEC and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter save as otherwise provided under clause 2.1.

(b) Each of ATEC and the Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

12.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 Waiver. No failure or delay by ATEC or the Customer to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.6 Data Protection. ATEC will handle all personal data in accordance with its privacy policy which is available on request from the Company.

12.7 Third party rights. No one other than ATEC and the Customer shall have any right to enforce any of its terms.

12.8 Governing law and Jurisdiction. The Contract, and any dispute or claim (including non-contractual) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual) arising out of or in connection with this Contract or its subject matter or formation.