

Remote Monitoring Limited

STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF EQUIPMENT, SOFTWARE, AND SERVICES

1. Interpretation

1.1 In these Conditions, certain words and expressions have defined meanings which are denoted by such words starting with a capital letter. These defined terms are set out in Condition 12 at the end of these Conditions and form an integral part of the Contract.

1.2 In these Conditions headings will not affect the construction or meaning of the Conditions.

2. Application of Terms

2.1 These Conditions together with the Accepted Quote shall form the Contract to the exclusion of all other terms and conditions, including any terms or conditions which the Customer may purport to apply under any purchase order or other document.

2.2 The Contract may only be varied by supplementary agreement in writing between and signed by the Parties.

2.3 The Customer acknowledges that in entering into the Contract it is not relying on any representation or warranty, express implied or otherwise, which is not in writing and incorporated into the Contract.

3. Price and Payment

3.1 The Price for the Remote Monitoring shall be that set out in the Accepted Quote and, unless otherwise agreed in writing, shall be in pounds sterling and exclusive of value added tax which shall be applied at the appropriate prevailing rate at the time of each transaction.

3.2 Unless otherwise stated in the Accepted Quote, charges for Remote Monitoring are payable monthly in advance.

3.3 The ongoing provision of Remote Monitoring shall be provided subject to all invoices for such services having been paid by the due date.

3.4 If any sum payable under the Contract is not paid within 7 days of the due date then (without prejudice to RM's other rights and remedies) RM reserves the right to:

3.4.1 suspend performance of any Services, installation or delivery of Equipment or Software, or other obligations until all amounts owed have been paid; and/or

3.4.2 charge interest on any overdue amounts on a daily basis from the due date to the date of actual payment at the rate of 1 per cent per month. Such interest shall be payable upon demand.

3.5 The Customer shall not be entitled to withhold payment, whether by way of set off, counterclaim, discount, or otherwise, of any amount due to RM under the Contract by reason of any disputed claim by the Customer in connection with the Contract and the Customer shall make all payments due without any deduction.

4. Risk, Insurance, and Retention of Title

4.1 Risk of damage to or loss of all Equipment supplied under the Contract shall pass to the Customer at the time of delivery to the Customer's premises or designated site. The Customer shall ensure that the Equipment is adequately insured for all risks whilst in its possession and shall provide evidence of such insurance cover to RM if so requested.

4.2 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, legal and beneficial ownership of and title to the Equipment and Software supplied under the Contract, shall remain with RM at all times.

4.3 In the event that the Customer sells or transfers the Equipment to a third party without RM's written permission, the proceeds of such sale or transfer shall be held by the Customer in trust on behalf of RM. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on RM's behalf are identified as such. The Customer shall account for and pay such proceeds to RM upon demand and shall be liable to RM for any difference between the value of the Equipment sold or transferred and the sale proceeds.

4.4 The Customer shall not be entitled to pledge, or in any way charge by way of security for any indebtedness, any of the Equipment which is the property of RM.

5. Performance by RM

5.1 RM shall use all reasonable endeavours to achieve installation of Equipment and Software by any specified or requested date, but each such date is to be treated as an estimate only and time shall not be of the essence.

5.2 The Customer will co-operate with RM to try to achieve installation by the relevant dates. If any delay is caused by the Customer and RM incurs unavoidable costs, RM shall be entitled to invoice the Customer for any such costs reasonably and unavoidably incurred.

5.3 RM shall provide such training for the Customer and its staff in respect of the use of the Equipment and Software supplied so as to enable the Customer to use the Equipment and Software as and when RM deems necessary.

6. Warranties

6.1 RM warrants that Remote Monitoring is fit for the purpose of recording, monitoring, reporting, and alerting temperatures in a suitable installation.

6.2 In the event that there may be a malfunction with the Equipment or Software, RM shall remedy such fault or replace faulty Equipment or Software in accordance with the Support and Maintenance Services set out in Schedule A to these Conditions.

7. Confidentiality and Data Protection

7.1 Each Party agrees to maintain secret and keep confidential all Confidential Information of the other Party as well as the terms of the Contract, provided that a Party shall be entitled to make any disclosure required by law or regulatory requirement subject to notifying the other Party as soon as possible of such disclosure requirement together with the information which is required to be disclosed under such legal request or regulatory requirement.

7.2 Each Party agrees not to seek to use any Confidential Information of the other Party for the purposes of generating business or to obtain a commercial, trading, or other advantage or benefit to the other Party's detriment, or to assist or allow another party to do so.

7.3 Each Party shall comply with the requirements of the GDPR and DPA in relation to any data exchanged between or shared by the Parties.

7.4 It is understood by the Parties that the Customer shall, in using the Equipment and Software in relation to any personal data, operate as both data controller and data processor and that RM shall not be acting as data controller or data processor in relation to any such data. The Customer shall be responsible for ensuring that the processing of

such personal data complies with the GDPR. RM shall not be responsible or liable for any acts or omissions of the Customer in relation to its data processing activities and its obligations under GDPR and DPA.

7.5 RM shall take all reasonable steps to protect and safeguard the personal data of the Customer to which it has access and shall keep secret and confidential all credentials relating to the Customer's facilities to which it has access and shall promptly destroy all such data on the termination of this Contract or at the Customer's request.

8. Intellectual Property

8.1 The intellectual property rights to the Equipment and Software provided for Remote Monitoring including, but not limited to, trademarks, logos, copyright, design rights, patents, shall remain the property of RM at all times.

8.2 Each Party shall respect the other Party's intellectual property and waives any claims, rights, or title to such intellectual property of the other Party, whether registered or not.

9. Limitation of Liability

9.1 RM's entire financial liability (including any liability for the acts and omissions of its employees, agents, and sub-contractors) to the Customer under the Contract shall, subject to Condition 9.2, be limited to the lesser of the Contract sum or £5000, save that nothing in these Conditions excludes or limits the liability of RM for death or personal injury caused by RM's negligence or any acts of fraud.

9.2 If the Customer suffers any loss or damage which is recoverable under any relevant insurance policy held by the Customer, then RM's liability shall be reduced by such sum as is so recoverable by the Customer under its insurance policies.

9.3 Notwithstanding the provisions of Conditions 9.1 and 9.2, neither Party shall be liable to the other in respect of any loss of profit, goodwill or any type of special, direct, indirect or consequential loss (including loss or damage suffered by the other Party as a result of an action brought by a third party) even if such loss was reasonably foreseeable and the Party incurring the loss had notified the other Party of the possibility that such loss might be incurred.

9.4 The Customer's financial liability to RM under the Contract shall be limited to its obligations to make payment, and any interest arising, in accordance with the terms set out in Condition 3, save that nothing in these Conditions excludes or limits the liability of the Customer for death or personal injury caused by the Customer's negligence or any acts of fraud.

10. Termination

10.1 Either Party may terminate the Contract by giving written notice to the other Party in the following circumstances:

10.1.1 with immediate effect in the event that the other Party is declared bankrupt or insolvent, makes a composition with its creditors, is subject to a petition for winding up, or ceases to trade for whatever reason;

10.1.2 by 30 days notice in the event that either Party fails to comply with its respective obligations detailed in the Contract;

10.1.3 by 30 days notice in the event that the Customer exercises its rights under Condition 11.4.

10.2 Notwithstanding the provisions of Condition 10.1, either Party may terminate the Contract by giving 1 month's written notice to the other Party.

10.3 Any termination of the Contract howsoever caused:

10.3.1 shall not affect any rights, obligations, or liabilities of either Party which have accrued prior to the date of termination;

10.3.2 shall not affect the continuation of any provision of the Contract and these Conditions which is expressly or by implication intended to continue in force on or after such termination.

10.4 All payments due under the Contract shall become due immediately upon termination and RM will issue the Customer with a final invoice covering any outstanding charges under the Contract (which shall also be immediately due and payable) and a statement of account detailing all outstanding sums due under the Contract.

11. General Provisions

11.1 Neither Party shall assign the Contract or any part of it without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that RM may sub-contract certain services where such services are required in order to fulfil the Contract but are not within RM's field of expertise.

11.2 Any notice required to be given under the Contract shall be sufficiently given by either Party if sent to the other by registered "signed for" mail to the last known postal address of the other Party and every notice sent shall be deemed to have been received and given at the time when it was signed for.

11.3 Neither Party shall, and shall procure that its associates shall not, for the duration of the Contract and for a period of one year after its termination (unless agreed in writing by the other Party) employ, solicit or endeavour to entice away from the other Party any of the other Party's staff involved in providing the Services, or arrange the employment or engagement by any other person, firm, or company of any of the other Party's staff involved in connection with the Contract.

11.4 RM reserves the right to vary the terms of the Contract (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of RM including, without limitation, natural disaster, governmental actions, war, national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 90 days, then the Customer shall be entitled to give not less than 30 days' notice in writing to RM to terminate the Contract.

11.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

11.6 Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

11.7 Any waiver by either Party of any breach of, or any default under, any provision of the Contract by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

11.8 The Parties do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.9 This Contract is governed by, and shall be interpreted in accordance with, English Law. The Parties submit to the exclusive jurisdiction of the English Courts. RM and the Customer shall use all reasonable endeavours to resolve any

dispute arising in connection with the Contract. In the event that such a dispute cannot be resolved by negotiation or mediation, the matter shall be determined by the English Courts.

12. Defined Terms

In these Conditions the following expressions have the defined meanings:

- **'Accepted Quote'** - a quotation issued by RM setting out the Remote Monitoring to be provided which has been accepted unconditionally by the Customer
- **'Customer'** - the person(s), firm, or company named as the customer on the Accepted Quote
- **'Conditions'** - the standard terms and conditions of sale as set out in this document
- **'Confidential Information'** - all information which has been disclosed by one Party to the other Party concerning its operations, processes, customers, suppliers, pricing, plans, intentions, trade secrets, market opportunities, and business affairs which is not in the public domain
- **'Contract'** - the Accepted Quote and these Conditions
- **'DPA'** – the Data Protection Act 1998
- **'Equipment'** - equipment supplied by RM to the Customer
- **'GDPR'** – General Data Protection Regulation
- **'Party'** – RM or the Customer
- **'Parties'** – RM and the Customer
- **'Price'** - the price to be paid by the Customer for Remote Monitoring as specified in the Accepted Quote
- **'Remote Monitoring'** - the supply of Equipment, Software, and related Services for remote temperature monitoring
- **'RM'** - Remote Monitoring Limited, a company incorporated in England & Wales under registration number 04192309 and having its registered office at 1 Antler Complex, Bruntcliffe Way, Morley, Leeds, LS27 0JG
- **'Sale of Goods Act'** – collectively or any of The Supply of Goods (Implied Terms) Act 1973, The Sale of Goods Act 1979, The Supply of Goods and Services Act 1982, and The Sale and Supply of Goods Act 1994
- **'Services'** - the services to be provided by RM to the Customer as set out in the Accepted Quote
- **'Service Description'** - a description of the Services to be provided by RM as detailed in the Accepted Quote
- **'Software'** - any computer programs to be provided by RM to the Customer, further details of which are set out in the Accepted Quote
- **'Support and Maintenance Services'** - the maintenance of Equipment and Software by RM as more fully defined in Schedule A to these Conditions

Schedule A - Support and maintenance services

A1. Scope of Support

A1.1 The Equipment and Software for which RM shall provide support and maintenance shall be listed in a schedule to the Accepted Quote (**'Supported Items'**).

A1.2 RM shall provide Support and Maintenance Services to the Customer by means of accessible and unlimited telephone and remote support for Equipment or Software failures or malfunctions.

A1.3 The Support and Maintenance Services shall be made available by RM to the Customer during the following business hours: Monday to Friday, 9am to 5.30pm, excluding public holidays. Where Support and Maintenance Services are requested by the Customer outside of the above business hours, additional charges may apply.

A1.4 In the event that RM is unable to repair or remedy any Supported Items which have failed or malfunctioned, RM shall expediently replace such Supported Items with the equivalent or better equipment or parts as quickly as practicable in the circumstances in order to minimise downtime to the Equipment.

A2. Excluded Maintenance

A2.1 Support and Maintenance Services shall exclude any support, repairs, or maintenance rendered necessary by reason of any of the following:

- (a) any damage caused by accident, carelessness, or misuse of Equipment or Software by the Customer or a third party;
- (b) any causes outside of RM's reasonable control for example, but not limited to, fire, flood, storm, accident, malicious damage, natural disaster;
- (c) any repairs, maintenance, or modifications to Equipment or Software which have not been carried out or authorised by RM.

A2.2 Any intervention by RM requested or caused by the Customer in respect of the above excluded maintenance shall be chargeable to the Customer.