



TECHNOLOGY SIMPLIFIED

TERMS AND CONDITIONS OF BUSINESS

THE PARTIES

1. TECHNOLOGY SIMPLIFIED Limited of 23 Hensbro Close, Whitemoor, St Austell, Cornwall. PL26 7EZ, a company incorporated in England and Wales under company number 09099321 ('TECHNOLOGY SIMPLIFIED LIMITED')
2. A person or company incorporated and registered in England and Wales or within the European Union ('the Customer').

RECITALS

- (1) TECHNOLOGY SIMPLIFIED provides managed services that include, but are not limited to; project scoping and delivery, technical consultation, management, general IT services, software and hardware. ('the Solutions').
- (2) The Solutions which are designed and supplied by TECHNOLOGY SIMPLIFIED are made to meet the specification of the Customer.
- (3) The parties have agreed that TECHNOLOGY SIMPLIFIED shall design and supply to the Customer and the Customer shall purchase the Solutions set out in this agreement subject to terms and conditions of this agreement.

THE TERMS AND CONDITIONS AGREED BY THE PARTIES TO THIS CONTRACT

1 INTERPRETATION

1.1 Definitions: In these Conditions, the following definitions apply: Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business, Commencement Date: has the meaning set out in clause 2.2, Conditions: these terms and conditions as amended from time to time in accordance with clause 16.7, Contract: the contract between TECHNOLOGY SIMPLIFIED and the Customer for the supply of the Products and/or Services in accordance with these Conditions, Customer: the person or firm who purchases the Products and/or Services from TECHNOLOGY SIMPLIFIED, Delivery Date: the date determined by TECHNOLOGY SIMPLIFIED under the provisions of clause 4.6(a), Deliverables: the deliverables set out in the Order, Delivery Location: has the meaning set out in clause 4.2, Force Majeure Event: has the meaning given to it in clause 15 of these terms and conditions, The Products: TECHNOLOGY SIMPLIFIED' products (or any part of them) set out in the Order, The Product Specification: any specification for the Product, that is agreed in writing by the Customer and TECHNOLOGY SIMPLIFIED and is an annexure to this agreement including any relevant plans or drawings which have been signed and dated by the parties, Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, Order: the Customer's order for the supply of the Products and/or Services referred to in clause 2.1, Services: the services, including the Deliverables, supplied by TECHNOLOGY SIMPLIFIED to the Customer as set out in the Service Specification, Service Specification: the description or specification for the Services provided in writing by TECHNOLOGY SIMPLIFIED to the Customer or as set out in TECHNOLOGY SIMPLIFIED' quotation for the Products and/or services, TECHNOLOGY SIMPLIFIED, registered in England and Wales at St Denys House, 22 East Hill, Saint Austell PL25 4TR with company number 09099321, TECHNOLOGY SIMPLIFIED Materials: materials, equipment, documents and other property of TECHNOLOGY SIMPLIFIED.

1.2 Construction. In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether having separate legal personality); (b) a reference to a party includes its personal representatives, successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (e) a reference to writing or written includes faxes and e-mails.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when TECHNOLOGY SIMPLIFIED issues a written acceptance of the Order at which point, and on which date the Contract shall come into existence.
- 2.3 The Contract constitutes the entire agreement between the parties in respect of the Order. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TECHNOLOGY SIMPLIFIED which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter, or advertising issued by TECHNOLOGY SIMPLIFIED and any descriptions of the Products or illustrations or descriptions of the Services contained in TECHNOLOGY SIMPLIFIED' catalogues, websites or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 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.
- 2.6 Any quotation given by TECHNOLOGY SIMPLIFIED shall not constitute an offer and is only valid for a period of 21 Business Days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Products and Services except where application to one or the other is specified.

3 THE PRODUCTS

3.1 The Products are described in TECHNOLOGY SIMPLIFIED' written quotation or the Product Specification.

3.2 To the extent that the Products are to be manufactured in accordance with a Product Specification supplied by the Customer, the Customer indemnifies TECHNOLOGY SIMPLIFIED against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by TECHNOLOGY SIMPLIFIED in connection with any claim made against TECHNOLOGY SIMPLIFIED for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with TECHNOLOGY SIMPLIFIED's use of the Product Specification. This clause 3.2 shall survive termination of the Contract.

3.3 TECHNOLOGY SIMPLIFIED reserves the right to amend the Product Specification if required by any applicable statutory or regulatory requirements or because of any difficulty in TECHNOLOGY SIMPLIFIED obtaining components or new materials.

4 DELIVERY OF PRODUCTS.

TECHNOLOGY SIMPLIFIED shall ensure that:

4.1 Each delivery of the Products is documented with the date of delivery being recorded and if the Order is being delivered by instalments TECHNOLOGY SIMPLIFIED will maintain a record of the outstanding balance of the Products remaining to be delivered.

4.2 TECHNOLOGY SIMPLIFIED shall deliver the Products to the location set out in the Order or such other location as the parties may agree in writing at any time after the Order is made.

4.3 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location.

4.4 Any dates quoted for delivery of the Products are approximate only, and the time of delivery is not of the essence. TECHNOLOGY SIMPLIFIED shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide TECHNOLOGY SIMPLIFIED with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.5 If TECHNOLOGY SIMPLIFIED fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products. TECHNOLOGY SIMPLIFIED shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide TECHNOLOGY SIMPLIFIED with adequate delivery instructions for the Products or any relevant instruction related to the supply of the Products.

4.6 If the Customer fails to accept or take delivery of the Products within 5 Business Days of TECHNOLOGY SIMPLIFIED notifying the Customer that the Products are ready, then: (a) delivery of the Products shall be deemed to have been completed at 9.00 am on the 5th Business Day following the day on which TECHNOLOGY SIMPLIFIED notified the Customer that the Products were ready; and (b) TECHNOLOGY SIMPLIFIED shall store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 TECHNOLOGY SIMPLIFIED may deliver the Products by instalments, which may be invoiced separately. Each instalment shall constitute a separate contract, each in accord with these terms and Conditions. Any delay in delivery or defect in an instalment shall not entitle the Customer to either cancel any other instalment or repudiate the Contract.

5 QUALITY OF PRODUCTS

5.1 TECHNOLOGY SIMPLIFIED warrants that on delivery, and for a period of 12 months from the date of delivery the Products shall: (a) conform in all material respects with their description and the Products Specification; (b) be free from material defects in design, material and workmanship.

5.2 If: (a) the Customer gives notice in writing during the Warranty Period and within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1; and (b) TECHNOLOGY SIMPLIFIED is given a reasonable opportunity of examining such Products; and (c) the Customer (if asked to do so by TECHNOLOGY SIMPLIFIED) returns such Products to a place of business specified by TECHNOLOGY SIMPLIFIED at the Customer's cost, TECHNOLOGY SIMPLIFIED shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.

5.3 TECHNOLOGY SIMPLIFIED shall not be liable for the Products' failure to comply with the warranty in clause 5.1 if: (a) the Customer makes any further use of such Products after giving a notice in accordance with clause 5.2; (b) the defect arises because the Customer failed to follow TECHNOLOGY SIMPLIFIED' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; (c) The defect arises as a result of TECHNOLOGY SIMPLIFIED following any drawing, design or Products Specification supplied by the Customer; (d) the Customer alters or repairs such Products without the written consent of TECHNOLOGY SIMPLIFIED; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; (f) the Products differ from their description and/ or the Products Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards or because of any difficulty in TECHNOLOGY SIMPLIFIED obtaining complementary or new materials.

5.4 Except as provided in this clause 5, TECHNOLOGY SIMPLIFIED shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

5.5 These terms shall apply to any repaired or replacement Products supplied by TECHNOLOGY SIMPLIFIED under clause 5.2.

6 TITLE AND RISK

6.1 The risk in the Products shall pass to the Customer on completion of delivery.

6.2 Title to the Products shall not pass to the Customer until TECHNOLOGY SIMPLIFIED has received payment in full (in cash or cleared funds) for: (a) the Product; and (b) [any other Products that TECHNOLOGY SIMPLIFIED has supplied to the Customer in respect of which payment has become due.]

6.3 Subject to any agreement to the contrary with TECHNOLOGY SIMPLIFIED, until title to the Products has passed to the Customer, the Customer shall: (a) hold the Products on a fiduciary basis as TECHNOLOGY SIMPLIFIED's bailee; (b) store the Products separately from all other Products held by the Customer so that they remain readily identifiable as TECHNOLOGY SIMPLIFIED's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price on TECHNOLOGY SIMPLIFIED' behalf from the date of delivery; (e) notify TECHNOLOGY SIMPLIFIED immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l) and (f) give TECHNOLOGY SIMPLIFIED such information relating to the Products as TECHNOLOGY SIMPLIFIED may require from time to time, (g) not irrevocably incorporate the Products into any land or property.

6.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1, or TECHNOLOGY SIMPLIFIED reasonably believes that any such event is about to happen without limiting any other right or remedy TECHNOLOGY SIMPLIFIED may have, TECHNOLOGY SIMPLIFIED may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7 SUPPLY OF SERVICES

7.1 TECHNOLOGY SIMPLIFIED shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 TECHNOLOGY SIMPLIFIED shall use all reasonable endeavours to meet any performance dates for the Services specified in its quotation or subsequent written agreements with the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 TECHNOLOGY SIMPLIFIED shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

7.4 TECHNOLOGY SIMPLIFIED warrants to the Customer the Services will be provided using reasonable care and skill.

8 CUSTOMER'S OBLIGATIONS

8.1 The Customer shall: (a) ensure that the terms of the Order and (if submitted by the Customer) the Products Specification are complete and accurate; (b) cooperate with TECHNOLOGY SIMPLIFIED in all matters relating to the Services; (c) provide TECHNOLOGY SIMPLIFIED, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by TECHNOLOGY SIMPLIFIED to provide the Services; (d) provide TECHNOLOGY SIMPLIFIED with such information and materials as TECHNOLOGY SIMPLIFIED may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; (e) prepare the premises to which the Products and services shall be supplied in good time to allow for delivery of Products and supply of services as arranged from time to time; (f) obtain and maintain all necessary licences, permissions and consents which may be required for the delivery of the Products and services before the date on which the Products and services are to be delivered; (g) keep and maintain all materials, equipment, documents and other property of TECHNOLOGY SIMPLIFIED at the Customer's premises in safe custody at its own risk, and maintain TECHNOLOGY SIMPLIFIED Materials in good condition until returned to TECHNOLOGY SIMPLIFIED, and not dispose of or use TECHNOLOGY SIMPLIFIED Materials other than in accordance with TECHNOLOGY SIMPLIFIED's written instructions or authorisation.

8.2 If TECHNOLOGY SIMPLIFIED's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation: (a) TECHNOLOGY SIMPLIFIED shall without limiting its other rights or remedies have the right to suspend performance of the Services or delivery of the Products until the Customer remedies its act, omission or failure and is in the meantime relieved from the performance of any of its obligations to the extent that such act, omission or failure prevents or delays TECHNOLOGY SIMPLIFIED's performance of any of its obligations; (b) TECHNOLOGY SIMPLIFIED shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from TECHNOLOGY SIMPLIFIED's failure or delay to perform any of its obligations as set out in this clause 8.2; and (c) the Customer shall reimburse TECHNOLOGY SIMPLIFIED on written demand for any costs or losses sustained or incurred by TECHNOLOGY SIMPLIFIED arising directly or indirectly from the Customer Default.

9 CHARGES AND PAYMENT

9.1 The price for Products shall be the price set out in TECHNOLOGY SIMPLIFIED's written acceptance of the Order. The price of the Products is inclusive of all reasonable costs and charges of packaging, insurance, and carriage of the Products. Any unusual costs associated with packaging, insurance and carriage of the Products shall be agreed with the Customer prior to TECHNOLOGY SIMPLIFIED incurring them.

9.2 The charges for Services may be on a time and materials basis or, by agreement with TECHNOLOGY SIMPLIFIED, on a flat fee: (a) charges shall be calculated in accordance with TECHNOLOGY SIMPLIFIED's standard daily fee rates (b) TECHNOLOGY SIMPLIFIED's standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days; (c) TECHNOLOGY SIMPLIFIED shall be entitled to charge an overtime rate of an additional 50% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and (d) TECHNOLOGY SIMPLIFIED shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom TECHNOLOGY SIMPLIFIED engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by TECHNOLOGY SIMPLIFIED for the performance of the Services, and for the cost of any materials.

9.3 TECHNOLOGY SIMPLIFIED reserves the right to: (a) increase the price of the Products, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Products to TECHNOLOGY SIMPLIFIED that is due to: (i) any factor beyond the control of TECHNOLOGY SIMPLIFIED (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by the Customer to

change the delivery date(s), quantities or types of Products ordered, or the Products Specification; or (iii) any delay caused by any instructions of the Customer in respect of the Products or failure of the Customer to give TECHNOLOGY SIMPLIFIED adequate or accurate information or instructions in respect of the Products.

9.4 Payment: (a) In respect of Products, the Customer shall pay 100% of the total purchase price (inclusive of VAT) of the Products on confirmation of the order. (b) In respect of Services, on the completion of the work. (c) In respect of Project deliverables, 50% of contracted amount payment upon engagement, indicating commencement of contract, 25% upon agreed milestone and 25% on contract completion.

9.5 Subject to clause 9.4, the Customer shall pay each invoice submitted by TECHNOLOGY SIMPLIFIED: (a) within 21 Business Days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by TECHNOLOGY SIMPLIFIED, and (c) time for payment shall be of the essence of the Contract.

9.6 All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by TECHNOLOGY SIMPLIFIED to the Customer, the Customer shall, on receipt of a valid VAT invoice from TECHNOLOGY SIMPLIFIED, pay to TECHNOLOGY SIMPLIFIED such additional amounts in respect of VAT as are chargeable on the supply of the Services or Products at the same time as payment is due for the supply of the Services or Products.

9.7 Without limiting any other right or remedy of TECHNOLOGY SIMPLIFIED, if the Customer fails to make any payment due to TECHNOLOGY SIMPLIFIED under the Contract by the due date for payment, then time being of the essence TECHNOLOGY SIMPLIFIED shall have the right to charge interest on any overdue amount at the rate of 8 per cent per annum above the then current HSBC base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against TECHNOLOGY SIMPLIFIED to justify withholding payment of any such amount in whole or in part. TECHNOLOGY SIMPLIFIED may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by TECHNOLOGY SIMPLIFIED to the Customer.

9.9 TECHNOLOGY SIMPLIFIED reserves the right to cease, without notice, any work once late payment is identified.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Products and Services shall be owned by TECHNOLOGY SIMPLIFIED.

10.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights in the Products, the Customer's use of any such Intellectual Property Rights is conditional on TECHNOLOGY SIMPLIFIED obtaining a written licence from the relevant licensor on such terms as will entitle TECHNOLOGY SIMPLIFIED to license such rights to the Customer.

10.3 All Supplier Materials are the exclusive property of TECHNOLOGY SIMPLIFIED.

11 CONFIDENTIALITY

The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by TECHNOLOGY SIMPLIFIED, its employees, agents or subcontractors, and any other confidential information concerning TECHNOLOGY SIMPLIFIED' business or its products or its services which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer. This clause 11 shall survive termination of the Contract.

12 LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 TECHNOLOGY SIMPLIFIED's liability for loss arising from: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Products and Services Act 1982 (title and quiet possession); (d) breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession); or (e) defective products under the Consumer Protection Act 1987; is subject to the provisions of clause 12.3 below.

12.2 The liability of TECHNOLOGY SIMPLIFIED for any losses of the Customer is limited as follows: (a) TECHNOLOGY SIMPLIFIED shall under no circumstances what so ever 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) TECHNOLOGY SIMPLIFIED'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 £5,000,000.00.

12.3 The terms implied by sections 13 to 15 of the Sale of Products Act 1979 and the terms implied by sections 3 to 5 of the Supply of Products and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 Professional combined insurance policy number: AC SPI 4295348, date of issue 04 February 2024, supplied by PIB Insurance Brokers (Agency number: 1165987). (Note: Hazardous locations exclusion and Computer operated machinery exclusion)

12.5 This clause 12 shall survive termination of the Contract.

13 TERMINATION

13.1 Without limiting its other rights or remedies, TECHNOLOGY SIMPLIFIED may terminate the Contract with immediate effect by giving written notice to the Customer if: (a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 working days after receipt of notice in writing of the breach; (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that Customer with one or more other companies or the solvent reconstruction of the Customer; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of that Customer; (e) the Customer (being an individual) is the subject of a bankruptcy petition or order; (f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company); (h) a floating charge holder over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive); (k) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or (l) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, TECHNOLOGY SIMPLIFIED may terminate the Contract: (a) by giving the Customer 1 months' written notice; (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, TECHNOLOGY SIMPLIFIED shall have the right to suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between the Customer and TECHNOLOGY SIMPLIFIED if: (a) the Customer fails to make pay any amount due under this Contract on the due date for payment; or (b) the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or TECHNOLOGY SIMPLIFIED reasonably believes that the Customer is about to become subject to any of them.

14 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason: (a) the Customer shall immediately pay to TECHNOLOGY SIMPLIFIED all of TECHNOLOGY SIMPLIFIED's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, TECHNOLOGY SIMPLIFIED shall submit an invoice, which shall be payable by the Customer immediately on receipt and, in respect of Products ordered but for which no invoice has yet been submitted, TECHNOLOGY SIMPLIFIED shall submit an invoice for the full sum quoted for the Products ordered. TECHNOLOGY SIMPLIFIED may, without limiting its other rights or remedies, and at its own discretion, submit an invoice for the all work, materials and manufacturing costs for the Products ordered for which TECHNOLOGY SIMPLIFIED is liable and/or has incurred to date due to the order. (b) the Customer shall return all of TECHNOLOGY SIMPLIFIED Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then TECHNOLOGY SIMPLIFIED 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; (c) in taking possession of TECHNOLOGY SIMPLIFIED's Products (pursuant to clause 14(b)), if it becomes apparent that the Customer has irrevocably incorporated the Products into land or property without (contrary to clause 6.3(g)) TECHNOLOGY SIMPLIFIED shall be entitled to remove the Products at the Customer's expense and shall make good any damage caused in so doing, also at the Customer's expense. (d) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15 FORCE MAJEURE

15.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of TECHNOLOGY SIMPLIFIED including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 TECHNOLOGY SIMPLIFIED shall not be liable to the Customer because of any delay or failure to perform its obligations under this Contract because of a Force Majeure Event.

15.3 If the Force Majeure Event prevents TECHNOLOGY SIMPLIFIED from providing any of the Services and/or Products for more than 6 weeks, TECHNOLOGY SIMPLIFIED shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16 GENERAL

16.1 Assignment and subcontracting. (a) TECHNOLOGY SIMPLIFIED may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all its obligations under the Contract to any third party. (b) The Customer shall not, without the prior written consent of TECHNOLOGY SIMPLIFIED, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 Notices. (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting,

or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission. (c) This clause 16.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

16.3 Waiver. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.4 Severance. (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 Third parties. A person who is not a party to the Contract shall not have any rights under or in connection with it and the application of the Contracts (Rights of Third Party) Act 1997 to this agreement is excluded.

16.7 Variation. Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by TECHNOLOGY SIMPLIFIED.

16.8 Mediation. If any dispute arises out of this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure ('the Model Procedure'). To initiate a mediation a party must give notice in writing ('ADR notice') to the other party to the dispute requesting mediation and a copy of the request should be sent to CEDR.

16.9 Arbitration. If the parties have not settled the dispute by mediation within 42 days from the date of the ADR notice, the dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators whose Rules are deemed to be incorporated by reference to this clause.

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

17 DOCUMENT VERSION

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