

TERMS AND CONDITIONS APPLICABLE TO ORDERS FOR THE SUPPLY OF PRODUCTS, INSTALLATION SERVICES AND A MANAGED SERVICES

A General Terms and Conditions applicable to all Orders

A.1 Applicability of these terms and conditions

These terms and conditions apply to all Accepted Orders relating to the supply of Products, Installation Services and Managed Services.

A.2. Definitions

A.2.1. In these terms and conditions together with the Quotation (the "Agreement") the following words and expressions shall have the following meanings:

"Accepted Order" an order in respect of which an Order Acceptance has been issued.

"Agreement Term" means the period specified in the Quotation.

"Agreed Performance" means the performance and operation of Products and Services which have been established and documented during the sales process and which may be referred to, listed or summarised in the Quotation.

"Agreed Specification" any specification set out in a Quotation.

"Carillion Communications" means Carillion Communications Limited.

"Charge" means the charge specified in the Quotation and the Accepted Order Form.

"Chargeable Equipment or Service" means any items not included in the Quotation and equipment as described in paragraph C.2 and any other work undertaken where there is no hardware fault or there is a fault resulting from an operational error.

"Coverage Period" means the period specified in the Quotation.

"Customer" means the customer as specified on the Quotation.

"Effective Date" means the date specified in the Quotation.

"Equipment" means equipment detailed in the Quotation or the Equipment List.

"Equipment List" means the final list of equipment subject to the Agreement prepared after the supply of such equipment and setting out the detail of such equipment including the relevant serial numbers.

"Equipment Location" means the addresses specified in the Quotation.

"Exclusions" mean any parts of the overall service which will not comply with the general Agreement terms. Such exceptions will be documented in the Quotation.

"Expiry Date" means the date specified in the Quotation or if later the time when all services to be performed in respect of a Quotation have been completed.

“Installation Services” means the installation of Products supplied by Carillion Communications. “Managed Service” means any or all of a) remedial Managed service, b) the routine Managed service, and c) the provision of related products to be supplied in accordance with this Agreement.

“Manufacturer” means the Carillion Communications(s) which manufactured the individual components of the Equipment.

“Order” the details of the requested goods and / or services set out in the Quotation.

“Order Acceptance” the acceptance of a purchase order issued by a Customer that accepts the terms of a Quotation and is deemed to include the full the terms of the Quotation. “Order Acceptance Form” the written confirmation issued by Carillion Communications of Order Acceptance.

“Quotation” means the Quotation to which these terms and conditions are attached or in which these terms and conditions are referred to issued to the Customer as an indication of the Equipment or Services on offer and the pricing thereof but which is not binding on either party. “Products and Services” means the Products and Services itemised on the Carillion Communications Order Acceptance, which may be referenced back to published Carillion Communications specification sheets as produced and revised from time to time, or other specification as may be agreed between the Carillion Communications and the Customer

“Response Time” means the time specified in paragraph A.2.1.

“Remedial Maintenance” means correction of faults with Equipment notified to Carillion Communications within 30 days of the completion of installation.

“Services” means Installation Services or Managed Services.

“Managed Services” means the maintenance of such equipment, whether installed by Carillion Communications or not as in specified in the Quotation.

“Technical Documents” means all written technical material provided by the Carillion Communications to the Customer or its employees in connection with the supply of the Products or Services.

- A.2.2 The headings are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions.

A.3. Orders

- A.3.1. The Customer agrees to purchase and subject to clause A.3.2, the Carillion Communications agrees to supply the Product or Service subject to these terms and conditions and any additional terms and conditions set out the relevant Quotation which supersede and replace all previous, negotiations, representations, quotations or agreements whether written or oral, expressed or implied relating to the supply of the Product or Service.
- A.3.2. The Customer Order for the supply of the Product or Service shall not be binding on Carillion Communications unless and until Carillion Communications has sent its written acceptance of the order in the form of an Order Acceptance to the Customer.

Such acceptance may be sent by hand, by post or by email.

- A.3.3 Carillion Communications will issue the Customer with a Quotation for Equipment or Services and if the Customer is minded to accept the terms of a Quotation the Customer must raise a purchase order for the said goods and services in conformity with the Quotation and once Carillion Communications accept the purchase order it will issue an Order Acceptance.

A.4 Effective date

The effective date of this Agreement be the date of the Quotation Acceptance.

A.5. Term

The term of this Agreement shall commence on the Effective Date and continue until the Expiry Date.

A.5. Payment

- A.5.1. Where Product is supplied under this Agreement whether with or without the provision of any Services all Product shall be paid for in full 30 days after delivery of the Product unless specified otherwise in the Quotation.
- A.5.2. Where Installation Services are supplied under this Agreement payment for such Services shall be paid in full 30 days after completion of such Services unless specified otherwise in the Quotation.
- A.5.3. Where Managed Services are supplied under this Agreement any additional equipment that is added to the system in the future and is to be included within this Agreement after the Effective Date will be subject to an additional charge to be agreed between Carillion Communications and the Customer.
- A.5.4. In the case of Products and Services that are not included in a Quotation as being provided but are quoted as an optional extra (for example training or hire) and the Customer confirms they wish to add or include such additional items Carillion Communications will issue an invoice payable prior to the provision of the Product or Service.
- A.5.5. The Customer shall not be entitled to withhold payment or make any deduction from any payment in respect of any set-off or counterclaim.
- A.5.6. If a Carillion Communications invoice is not paid within its specified terms of the invoice date Carillion Communications shall be entitled without prejudice to any of its other rights or remedies of any cause of action accrued, to suspend any further supply of the Products and Services until all overdue amounts have been made in full and charge the Customer interest on any overdue amount at a rate of 4.5% above the Base Rate of the National Westminster Bank PLC for the time being in force from the invoice date until actual payment.
- A.5.7. All foreign exchange quotes are valid for 7 days and final terms of the foreign currency price for each invoice will be subject to rates at time of invoice and may include additional administration costs.

A.6. Insurance

During the term of the Agreement and for a period of 6 years thereafter, Carillion Communications shall have and maintain in force, with a reputable insurance Carillion Communications the following types of insurance policies for the specified amounts:

- A.6.1 Full statutory coverage for Workers' Compensation, Employers Liability and Disability Insurance as required by applicable law including cover for legal liability to make payment in respect of death, injury and/or disability for all of its employees including those assigned to work for the Customer and with limits of at least one million GBP (£1,000,000) each calendar year;
- A.6.2 public liability insurance for a minimum of five million GBP (£5,000,000) per claim;
- A.6.3 product liability insurance with a minimum limit of five million GBP (£5,000,000) per claim; and,
- A.6.4 professional indemnity insurance with a minimum limit of five million GBP (£5,000,000) per occurrence.

A.7. Exclusions

The Agreement is subject to any exclusion detailed in the Quotation and in respect of Services in Section B hereof. Any changes to exclusions must be ratified by an exchange of correspondence concluding with a revised or new Appendix to the Quotation exclusions by both parties.

A.8. Carillion Communications warranties

Carillion Communications warrants, represents and undertakes to the Customer that:

- A.8.1. The Services will be carried out with all reasonable skill and care, and in accordance with generally accepted best practice.
- A.8.2 The Products will be of satisfactory quality and fit for the purpose for which the Products are going to be used.

A.9. Products and Services

- A.9.1. The Products and Services shall be supplied in accordance with the Carillion Communication's Order Acceptance. Carillion Communications reserves the right to cancel or re-schedule any expected delivery date by sending written notice to the Customer no less than seven days prior to the scheduled date.
- A.9.2. Should any Product supply or Service being cancelled by Carillion Communications pursuant clause A.9.1., then it will repay the sums if any, received from the Customer in respect of such cancelled Product or Service whereupon the Customer and Carillion Communications shall be under no further obligation to each other in respect of such Product or Service.
- A.9.3. Carillion Communications reserves the right to amend or change the specification of

any Product or Service at any time. In the event of such a change or amendment being made to an ordered Product or Service, Carillion Communications will provide notice of such changes no less than seven calendar days prior to the expected delivery date. If such change results in the Product or Service being unable to meet the Agreed Specification the Customer shall be able to cancel the Order without cost providing notice of such possible intention is notified to Carillion Communications within seven calendar days of the notice of change being sent.

- A.9.4. No installation dates on orders received can be scheduled until a formal review of the site is completed and returned by the onsite customer. Carillion Communications reserves the right to charge for any physical site surveys that are deemed necessary based on the feedback received from said customer supplied site surveys.

A.10. Price

- A.10.1. The price of the Product or Service shall be specified in the Order Acceptance and shall be exclusive of VAT which shall be added to the invoice at the current rate.
- A.10.2. Subject to Clause A.11, if the Customer requests the Carillion Communications to make any changes to Product or Service specified in the Order Acceptance then the Customer shall reimburse any additional costs incurred by the Carillion Communications.

A.11. Customer cancellations

- A.11.1. The Customer may cancel an Accepted Order in writing at any time prior to the supply of the Product or Service.
- A.11.2. The Customer agrees to pay the following minimum charges to Carillion Communications in the event that for whatever reason, except as provided in Clause A.9.3, the Customer cancels an Accepted Order. Written notice given of more than 30 days prior to the agreed delivery date of the Product or Service will incur a cancellation charge of 35% of the order price. Between 30 and 15 calendar days will incur 70% of the order price. Less than 15 calendar days will incur 90% of the order price.
- A.11.3. Irrespective of the notice period, in the event that Carillion Communications has arranged a bespoke Product or Service for the Customer and the Customer cancels, such cancellation shall be subject to a cancellation charge, which will not be less than the Carillion Communications's full costs incurred to date of cancellation plus those additional costs resulting from the cancellation. Carillion Communications's costs shall include the gross margin associated with the proportion of the work completed on the Product or Service prior to cancellation.
- A.11.4. The Customer agrees to pay the following minimum charges to Carillion Communications in the event that for whatever reason, excepting that covered in Clause A.9.3, the Customer cancels a previously agreed installation date. Cancellation giving less than 48 hours before the agreed start time of the installation will incur 100% of the manpower costs scheduled for the installation. Cancellation giving between 48 and 60 hours before the agreed start time of the installation will incur 100% of the manpower costs scheduled for the installation, which cannot be re-deployed onto other work.

A.12. Time

- A.12 All times specified by Carillion Communications for the supply of the Products and Services are made honestly and on reasonable grounds but are estimates only and are subject to re-scheduling by Carillion Communications at any time in accordance with Clause A.9.

A.13. Materials and Equipment delivered to the Customer's premises

The Customer warrants that materials and equipment delivered to the Customer's premises as part of the fulfilment of an Order will be stored securely and in accordance with the storage and handling instructions provided or stated on the packaging materials.

A.14. Risk and Retention of Title to Equipment

- A.14.1 Risk of damage to or loss of the Equipment shall pass to the Customer at:
- A.14.1.1 in the case of Equipment to be delivered at Carillion Communications's premises, the time when the Carillion Communications notifies the Customer that the Equipment is available for collection;
 - A.14.1.2 in the case of Equipment to be delivered otherwise than at Carillion Communications's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Equipment, the time when Carillion Communications has tendered delivery of the Equipment or
 - A.14.1.3 in the case of Equipment being installed by Carillion Communications, the time that Carillion Communications notifies the Customer that the installation is complete.
- A.14.2 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these conditions, legal and beneficial title of the Equipment shall not pass to the Customer until Carillion Communications has received in cash or cleared funds payment in full of the price of the Equipment.

A.15. Remedial Maintenance

Carillion Communications will be obliged to provide remedial maintenance to Equipment installed under an Order for Installation Services for 30 days after the installation is completed.

A.16. Cyber Security

Carillion Communications and Microsoft take reasonable measures to secure their systems and data; however, we cannot guarantee the prevention of unauthorised access or security breaches. By using our services, you acknowledge that security risks exist, and it is the Customer that assumes the entire risk and liability for any damages

or losses arising from unauthorised access to your devices, data, or systems. Customers are encouraged to implement security measures and exercise caution when interacting with online platforms.

B. MANAGED SERVICES

The provisions of Section B of these terms and conditions shall apply only to Managed Services.

B.1. Carillion Communications will provide during the Coverage Period:

- B.1.1 Such Managed Services as Carillion Communications may consider practicable for the purpose of maintaining the Equipment in satisfactory operating condition.
- B.1.2 Except as otherwise specified in the Quotation one annual preventative maintenance visit for the Equipment at times agreed between Carillion Communications and the Customer for each equipment location.
- B.1.3 First line telephone, triage, Helpdesk and e-mail support during the Coverage Period.

B.2.

- B.2.1. Where Managed Services are supplied under this Agreement calls may be made to the Carillion Communications Help Desk for service between the hours of 09:00-17:30, Monday to Friday excluding bank and other public holidays.

Carillion Communications Helpdesk Service | Tel: 01628 508850

Email: service@carillion.com

- B.2.2. The response time for Managed Service call outs is 8 working hours if customer fault is logged before 12.00 noon until an engineer arrives on site. The start point for measurement of response time will commence once remote diagnostics have been completed, one hour from time of customer fault call.

- B.3.** (a) In the event that equipment becomes routinely unreliable due to age, use or inadequate specification, Carillion Communications may recommend its replacement. In the event of such a recommendation being made in writing, Carillion Communications shall not be obliged to provide the Managed service under clause B.1. hereof on more than two further occasions for each equipment location during each year of the Agreement Term.
- (b) For the avoidance of doubt, 'Equipment Location' means that Equipment located in a specific room, auditorium or distributed system, not to a whole site or address.
- (c) If upon callout no fault is found with the Equipment, then the call out shall be regarded as Chargeable Equipment or Service and the Customer shall pay for the callout as provided for in B.14.

- (d) In respect of any conferencing and audio-visual hardware listed in Appendix II to the Quotation, (should the contract include such hardware), the support terms differ from this overall contract and are as follows:

Unlimited telephone technical Managed:

Carillion Communications will provide helpdesk access to technical engineers who will assist in solving issues by phone. The Carillion Communications helpdesk is available during the times set out in clause B.2.1. Triage will be completed within 15 minutes of the Customer logging the issue and remote diagnostics will be completed 1 hour from time of Customer logging the issue.

Software updates and upgrades:

Entitlement for customer to access free software updates and upgrades as released by the manufacturer.

- B.4.** Provision of spares is included as part of the Managed Service. Carillion Communications may, if it so chooses, hold available (on site or at Carillion Communications) those spares that it deems desirable for rapid rectification of faults, but is not obliged to hold any specific spares.
- B.5.** Carillion Communications will use its best endeavours to provide the Managed Service in respect of the Equipment within the Response Time.
- B.6.** If any equipment or systems not installed by Carillion Communications are covered by an agreement for Managed Services, it is a condition of this contract that they will be assumed to be in full working order when the Managed contract commences unless Carillion Communications are advised to the contrary beforehand. In the event that it is later found that this was not the case, discussions will be held between Carillion Communications and the customer to agree the appropriate corrective action and until such has been determined and undertaken Carillion Communications shall not be obliged to provide Managed Services.
- B.7.** Carillion Communications shall have the right in all cases where it determines the same to be necessary to effect temporary exchange of equipment during repairs but shall not be obliged to do so unless separately agreed. Title to exchange equipment shall remain vested in Carillion Communications but risk, including insurance liability, shall pass to the Customer for the duration of the exchange.
- B.8.** Carillion Communications will use its best endeavours to respond to urgent requests by Contact Names by telephone and confirmed in writing by email to respond on site within 4 working hours or sooner (best endeavours) of any request. If the Customer requests this service ("Emergency Call"), then the Customer will pay Carillion Communications the Emergency Call Charge as specified in the Quotation.
- B.9.** The provision of the Managed service by Carillion Communications shall be subject to the following conditions:

- (a) The performance by the Customer of all its obligations under this Agreement;
- (b) The Customer shall notifying Carillion Communications as soon as possible after any defect appears;
- (c) Upon the execution of this Agreement the Equipment was in good working order and the Customer was not aware of any defect requiring repair or remedial Managed;
- (d) During the Agreement term Carillion Communications representatives shall have access to the Equipment during office hours on reasonable notice unless otherwise agreed with the Customer;
- (e) The Customer shall not permit persons other than authorised representatives of Carillion Communications to effect any replacement of parts, Managed, adjustments or repairs to the Equipment;
- (f) The Customer properly maintaining the installation facilities (if any) of the Equipment in accordance with any recommendations of the Manufacturer and/or Carillion Communications;
- (g) The Customer using the equipment only for such purposes as the Manufacturer and Carillion Communications recommends, with only such operating supplies as meet the Manufacturer's specifications and otherwise in all respects in accordance with the Manufacturer's and Carillion Communications recommendations as contained in the relevant manuals written and supplied by the Manufacturer and Operating Instructions issued by Carillion Communications;
- (h) The Customer appointing a person or persons at each site who shall be responsible for acting as a contact on a telephone close to the equipment to allow remote diagnostics to be undertaken. The start point for measurement of response time will be effective once remote diagnostics have been completed, (normally within an hour but maximum 2 hours from time of customer fault call).

B.10.

- (a) The Managed Service does not apply to electrical work external to the Equipment nor accessories and attachments not in line with the operation of the Equipment. The Managed Service does not apply to paper or other consumables used in connection with the Equipment. Defects in the Equipment arising directly or indirectly as a result of the following are not covered by the Managed Service: faulty or negligent handling or operation; excessive stress; faulty construction of the site of installation; chemical or electrochemical or electrical influences; accidental damage; Acts of God; neglect; deficiency in electrical power; air conditioning or humidity controls.
- (b) This Managed agreement includes the cost of access to software upgrades for the conferencing equipment listed on the Quotation. The loading of upgrades can sometimes affect the operation of the programmable control system listed on the Quotation and, if so, the cost of modifications to the control

system programs is not included in the Managed cover.

- (c) For the avoidance of doubt, it is understood that the lamps in projection equipment are consumables in that they have a limited service life and are therefore Chargeable Equipment. Also 'burn-in' on display screens due to static image display is Chargeable Equipment.
- B.11.** The Managed Service provided by Carillion Communications is supported by the Manufacturers. Whilst, the Manufacturers may have entered into contractual or legal obligations to Managed their Equipment, directly or indirectly, with Carillion Communications and the Customer, in the event that the Manufacturer shall for any reason cease to honour these obligations, Carillion Communications shall not be committed to sustaining the Managed Service without the Managed of the Manufacturer. In this event either party shall have the option of termination by giving to the other not less than 90 days' notice in writing at the end of the next quarter day thereafter.
- B.12** In the event of termination due to the reasons indicated in clause A.9.2., the Customer may request a pro-rata return of that portion of the Charge relating to the remaining period of the Agreement Term at the date of Termination. Carillion Communications will be entitled to deduct from this return the reasonable cost of any spares which it holds exclusively or primarily to carry out the Managed Service on the Customer's Equipment.
- B.13.** In the event of the Equipment requiring repairs and Managed Services following a breach by the Customer of the conditions specified clause B.9. and/or caused by any of the matters mentioned in clause B.10. and/or otherwise excluded from the scope of the Managed Service, then such service shall be Chargeable Equipment or Service.
- B.14.** The Managed Service in respect of the Chargeable Equipment or Service shall be provided at Carillion Communications's standard repair rates as set out in the Quotation. The standard hourly rates will be discounted by 25% for work undertaken under this Agreement. There is no discount on travelling costs, airfares, overnight accommodation or subsistence charges. Carillion Communications reserves the right to increase or otherwise vary these at any time in line with any increases which are levied to all Carillion Communications's customers in line with normal business. Carillion Communications will give no less than 2 months' notice of any changes to the standard repair rates. If the Customer does not accept such increases, then it shall have the right to terminate this Agreement without any further obligation or liability.
- B.15.** The Customer shall pay Carillion Communications 30 days from date of invoice the charges for Chargeable Equipment or Service in accordance with Clause A.5. hereof. Carillion Communications may, at its option, require payment in whole or in part by the Customer for repair prior to commencement of any work.
- B.16** Where work is done outside the terms of this agreement charges will be rendered in accordance with a rate card that will be supplied before the work has commenced.

B.17. Carillion Communications may at any time and from time-to-time subcontract any or all of the Managed Services to any third party it sees fit providing that:

- (a) Carillion Communications notifies the Customer in writing seeking their consent which shall not unreasonably be withheld, and
- (b) Carillion Communications shall be responsible at all times for the performance of this Agreement.

B.18.1 This Agreement does not cover any software products external to the equipment or their interaction with any hardware or software products within the Equipment. Such problems are deemed to be the responsibility of the Customer, and, in the event of a call-out which turns out to be caused by external software, clause B.3. shall apply in full.

B.18.2 Except as specified in the Quotation where an advanced replacement arrangement is in place this Agreement does not cover the remediation or replacement of owner supplied equipment.

B.19 This Agreement does not cover the following matters: -

- (a) Pre-Existing Conditions incurred or known to the Holder ("Pre- Existing Conditions" refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Customer's Equipment before this Contract was entered into;
- (b) Accidental damage from handling (such as damage resulting from dropping the Equipment, liquid spillage, or damages associated with screen breakage or screen cracks);
- (c) NON-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage ("Cosmetic Damage" refers to damages or changes to the physical appearance of the Equipment that does not impede or hinder the Equipment's normal operational function; such as scratches, abrasions, or changes in colour, texture, or finish);
- (d) Any item that does not appear on the equipment list; including, but not limited to accessories, attachments, stands and mounting kits;
- (e) Repair, Replacement or any cost for the following: components/parts that are NOT covered by the Equipment's original manufacturer's warranty, components/parts that are misplaced (lost) or any non-operating driven parts; including but not limited to: plastic parts/components, accessory cables (EXCEPT for that which is included in the definition of "Equipment"), batteries, and plastic body or moulding;
- (f) Screen/monitor imperfections; including but not limited to burned-in images in screen caused by prolonged display of one or more video signals;
- (g) Normal wear and tear;

- (h) Improper packaging and/or transportation by the Customer or the Customer's representative resulting in damage to the Equipment while it is in transit, including improperly securing the Equipment during transportation;
- (i) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Carillion Communications or the Equipment manufacturer.
- (j) Improper use of electricity, power fluctuations or power surges;
- (k) Costs associated with tearing down, restructuring and/or refinishing of walls or other structures (including, but not limited to, alcoves) in order to reach, evaluate and/or perform repairs to the Equipment and/or to install a replacement;
- (l) Damage from freezing or overheating;
- (m) The intentional or negligent treatment of the Equipment in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;
- (n) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;
- (o) Equipment that has removed or altered serial numbers;
- (p) Rust, corrosion, warping, bending to the Equipment;
- (q) Animals (including pets), animal inhabitation or insect infestation;
- (r) Normal periodic or preventive Managed, user education (training) or set up adjustments;
- (s) Lack of performing the manufacturer's recommended Managed, operation/ storage of the Equipment in conditions outside of the manufacturer's specifications or instructions;
- (t) Any service of the Equipment that is covered by any warranty, guarantee, insurance, or another service agreement;
- (u) Fortuitous events; including, but not limited to: riot, pandemic, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action; or,
- (v) Equipment that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; epidemic failures regardless of the manufacturer's ability to pay for such repairs.

C. MISCELLANEOUS

C.1. Limitation of Liability and Indemnity

- C.1.** Carillion Communications total liability for any injury (other than death or personal injury resulting from the Carillion Communications's negligence as defined in Section 1 of the Unfair Contract Terms Act 1977), damage or loss whatsoever and howsoever arising out of the supply of the Products and Services shall not exceed the total amount paid by the Customer to the Carillion Communications for the Products and Services.
- C.1.2** Carillion Communications shall in no circumstances be liable whether in tort (including but not limited to negligence or breach of statutory duty), contract or otherwise financial or consequential loss however arising whether direct or indirect (including without prejudice to the generality of the foregoing any loss of profits or business or any loss of contract) and the customer shall indemnify and save the Carillion Communications harmless against any such loss. However, nothing in this clause shall limit the Customer's rights under applicable law, including but not limited to rights relating to (i) personal injury or death caused by the Carillion Communications's negligence.
- C.1.3** No warranties, conditions or representations expressed or implied are to be incorporated or implied into or deemed collateral to this Agreement other than as to title in relation to goods supplied to the Customer and those expressly stated herein.
- C.1.4** Except as expressly provided in this Agreement, Carillion Communications's obligations to the Customer under or arising out of or in connection with this Agreement shall be limited to re performing any services which were not performed with reasonable care and skill, and putting right any damage directly caused to any equipment as a result of that non-performance.

C.2. Termination

- C.2.1.** In the event that either party becomes unable to pay its debts as they fall due or becomes insolvent or has a receiver or manager or administrative receiver appointed over any of its assets or is in breach of any of its material obligations under this Agreement, the other party may at any time thereafter by notice to the other bring this Agreement to an end forthwith.
- C.2.2.** Either party may, without prejudice to its other rights and remedies already accrued, terminate an order accepted Carillion Communications for the supply of the Products and Services forthwith in writing if the other party commits a serious breach of these terms and conditions and such breach is not remedied within 14 days after written notice from specifying the nature of the breach.

C.3 Confidential Information

C.3.1. The copyright in all the Technical Documents provided to the Customer or its employees in connection with the supply of the Products and Services is, unless otherwise indicated in writing by the Carillion Communications, owned by Carillion Communications. None of the Technical Documents shall at any time be copied in whole or in part by the Customer or its employees, without the prior written consent of Carillion Communications.

C.3.2 Any confidential information, trade secrets or know-how relating to the Carillion Communications's business or Products which may be acquired by the Customer or its employees in the course of the supply of Products and Services shall only be used for the purposes of this agreement and shall not at any time thereafter be disclosed by them to any other party, or used by the Customer or any of its employees without the prior written consent of the Carillion Communications.

C.3.3. Between the Customer and Carillion Communications, the defaulting party shall indemnify and keep the non-defaulting party indemnified against any breach by the defaulting party or its employees of the provision of sub-classes C.3.1 and C.3.2 and against all loss, damages, costs and expenses arising therefrom.

C.3.4. The provisions of Clauses C.3.1, C.3.2 and C.3.3 shall apply mutatis mutandis to Customer Confidential Information (defined below) which Carillion Communications or its employees may acquire about the products or business of the Customer.

"Customer Confidential Information" means all information, and all documents and other tangible materials and things which record it, relating to, or used in Customer's business, whether or not trade secret information, and whether owned by Customer, any of their clients, or any third-party vendor, which is not generally known to the public, or to either party's or their clients' competitors which may or may not be disclosed by the Customer to Carillion Communications, but have been acquired about by Carillion Communications, its employees during the provision of Services.

C.3.5. In the event that any personal data is being processed, both parties shall enter into a Data Processing Agreement to comply with the General Data Protection Regulation (GDPR). Carillion Communications shall ensure that all personal data collected and processed is handled in accordance with applicable data protection laws, including but not limited to the GDPR. Carillion Communications shall implement appropriate technical and organizational measures to protect personal data from unauthorized access, loss, or destruction. Carillion Communications is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations. The Carillion Communications's GDPR policies are published on the Carillion Communications's website.

C.4. Publicity

Unless previously agreed Carillion Communications reserves the right to use any

installation photographs for promotional and sales literature, and publish if required, without the need for the Customer's express permission.

C.5. Assignment

The Customer shall not assign or transfer the whole or any part of any order accepted by Carillion Communications for the supply of the Products and Services without the prior written consent of the Carillion Communications.

C.6. Variation

Carillion Communications shall not be bound by any variation or addition to these terms and conditions except unless agreed in writing by its authorised representative or as set out in the Quotation.

C.7. Entire Agreement

The Quotation, the Order Acceptance and these terms and conditions represent the entire agreement between the parties in respect of the matters set out in the Quotation and any prior agreement in relation thereto is superseded.

C.8. Severability

Any provision of this Agreement, which is illegal, void or unenforceable, shall be deemed to be severable from the remaining provisions which shall remain in full force and effect.

C.9. Waiver

Failure by either party to enforce any provision of this Agreement shall not be construed as a waiver of any of that party's rights. If one party does waive any of its rights in relation to a breach of the agreement by the other, such waiver shall not be construed as a waiver of such rights in relation to any other breach.

C.10. Notices

All notices shall be in writing and shall be served by sending the same by recorded delivery post to the registered office for the time being of a Carillion Communications or to the last known principal place of business of and shall be deemed to have been served 48 hours after dispatch. Notice may be given by email to the Carillion Communications to service@carillion.com or to the Customer to the email address set out in the Quotation and email notice shall be deemed given when the email is received provided no bounce back email is sent to the sender. Where notice is delivered in person the notice shall be served when delivered.

C.11. Applicable Law

This Agreement shall be subject to and construed in accordance with English Law. The parties submit to the exclusive jurisdiction of the English Courts for the settlement of any disputes arising under or in connection with this Agreement.