

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

1.0 General

1.1 All Quotations, Estimates, Tenders and Supplies of goods and Services by Safe Electric (Nationwide) Ltd Services are Subject to the terms and conditions below.

1.2 Safe Electric (Nationwide) Ltd shall not be obliged to provide any goods and/or services unless the customer has accepted these terms and conditions. For the avoidance of doubt the acceptance by the customer of the provision of goods and/or services, or any part thereof, by Safe Electric (Nationwide) Ltd shall constitute acceptance by the customer of these terms and conditions.

1.3 It is the responsibility of the customer to obtain a copy of the terms and conditions either from Safe Electric (Nationwide) Ltd, their representative, or the Safe Electric (Nationwide) Ltd website or otherwise.

1.4 Safe Electric (Nationwide) Ltd reserve the right to amend these terms and conditions at any time as it deems reasonable and appropriate

2.0 Definitions and Interpretations

2.1 In the Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"Agreement" means these terms and conditions together with the quotation, estimate, proposal, tender, job control sheet or other document of a similar nature which sets out the Goods and/or Services to be provided by Safe Electric (Nationwide) Ltd as well as the charges payable by the Customer in return, including any amendments thereto agreed between the Parties relating to the same;

"Commencement Date" means the date of commencement of the provision of the Goods and/or Services as agreed between the Parties; "Contract Term" means the time from the Commencement Date until the payment of all sums due by the Customer to Safe Electric (Nationwide) Ltd following completion of the provision of the Goods and/or Services or, where applicable, the provision of a test certificate by Safe Electric (Nationwide) Ltd following payment of all sums due by the Customer to Safe Electric (Nationwide) Ltd;

Equipment means any equipment at the Site(s), not being supplied by Safe Electric (Nationwide) Ltd and used in order to obtain or deliver the Goods and /or Services;

"Goods" means any materials, equipment or Safe Electric (Nationwide) Ltd Literature which Safe Electric (Nationwide) Ltd supplies to the Customer in connection with the Services;

"Intellectual Property Rights" means any and all intellectual property rights of any nature, including without limitation all inventions, patents, utility models, trademarks, trade secrets, service marks, registered designs, topography right, design rights, copyrights (including but not limited to rights in computer software), semiconductor topography rights, database rights, moral rights, know how, confidential information and goodwill or other similar rights anywhere in the world, in each case whether registered or unregistered, and including applications for such rights;

"Safe Electric (Nationwide) Ltd Literature" means any brochure, guide, health and safety manual, device description or written instructions as current from time to time which Safe Electric (Nationwide) Ltd publishes or are published on Safe Electric (Nationwide) Ltd' behalf in connection with the provision of the Goods and/or Services; "Man Day" means an 8 hour period between 8:00 and 17:00 Monday through Friday excluding public holidays in the UK, allowing 1 hour for lunch;

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

"Representatives" means the person or persons which the Parties may notify to each other from time to time as representing them in relation to these terms and conditions;

"Services" means services to be provided by Safe Electric (Nationwide) Ltd to the Customer as specified in the Agreement;

"Site" means the location(s) at which the Goods and/or Services are to be provided as set out in the Agreement;

"Working Days" means a calendar day, Monday through Friday excluding public holidays in the UK.

2.2 In the Agreement

(a) Any reference to an Act of Parliament, legislation or a provision of legislation shall be deemed to include any amendment, replacement or re-enactment of the same for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made there under and any condition attaching thereto.

(b) The headings are for ease of reference only and shall not be taken into account in the construction or interpretation of the Agreement

(c) Unless the context otherwise requires the singular includes the plural and vice versa and reference to any gender includes all genders.

(d) References to clauses are to clauses in these terms and conditions.

3.0 APPLICATION OF TERMS AND CONDITIONS

3.1 All orders or requests for Goods and/or Services placed by the Customer whether orally or in writing shall be deemed to be an offer by the Customer to purchase Goods and/or Services from Safe Electric (Nationwide) Ltd.

3.2 These terms and conditions shall govern the supply of Services and/or Goods by Safe Electric (Nationwide) Ltd to the exclusion of any terms and conditions that the Customer may seek to impose under any quotation, confirmation of order, delivery note, invoice or similar document.

3.3 Safe Electric (Nationwide) Ltd may at any time by notice to the Customer require changes to the Agreement including but not limited to, changes to the quantity, packaging, time and place of delivery or performance provided that if such change would materially affect the terms of the Agreement or result in an increase in the cost of or time required for fulfillment of the order, Safe Electric (Nationwide) Ltd shall notify the Customer of the same and where appropriate an equitable adjustment will be agreed to the price and/or delivery schedules.

4.0 Services

4.1 Safe Electric (Nationwide) Ltd shall provide to the Customer the Services as set out in the Agreement, for the charges specified therein and in accordance with these terms and conditions. The Services shall be performed at a date and location to be agreed between the Parties. Safe Electric (Nationwide) Ltd may retain third parties to provide the Services on its behalf.

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

4.1 Where appropriate as part of the Services, Safe Electric (Nationwide) Ltd will provide the Customer all documents and certificates relevant to the Goods and/or Services, provided that any and all amounts due to Safe Electric (Nationwide) Ltd have been paid in full and the Customer has signed off the final job control sheet signifying acceptance of the Goods and/or Services.

4.3 For the avoidance of doubt, all additional services required or requested by the Customer, including but not limited to additional services required as a result of actions by the Customer or a third party, shall be chargeable as set out in clause 11 below.

4.4 Safe Electric (Nationwide) Ltd will use reasonable endeavors to provide the Goods and Services to the Customer in accordance with the Agreement. In the event of a conflict between the terms and conditions and the order, the quotation, tender, proposal, job control sheet or other document of a similar nature, as applicable, the terms and conditions shall prevail unless otherwise agreed between the Parties in writing.

4.5 Safe Electric (Nationwide) Ltd warrants to the Customer that the Services performed will be performed in accordance with generally accepted industry standards.

4.6 Safe Electric (Nationwide) Ltd reserves the right to at any time make any modification, change, addition to or replacement of any Goods and/or Services where required to conform with any applicable safety or other statutory requirements or where such modification, change, addition or replacement does not materially detract from, reduce or impair the overall quality or performance of the Goods or Services.

5.0 SITES

5.1 The Customer shall at its sole cost and expense carry out all necessary preparations at the Site(s) for the delivery of the Goods and performance of the Services. Prior to the delivery of any Goods or Services, Safe Electric (Nationwide) Ltd may, at the Customer's request and cost, supply the Customer with any relevant information as may be reasonably required for the effective delivery of such Goods and Services. The Customer shall provide Safe Electric (Nationwide) Ltd at all times with suitable accommodation, assistance, facilities, and environmental conditions and all necessary electrical and other installations and fittings as may be reasonably required by Clinical Solutions to fulfill its obligations under the Agreement. The Customer shall effect such preparation and provision before Goods and/or Services are delivered at the Site(s).

5.2 In the event the Services require for Safe Electric (Nationwide) Ltd to remove materials from the Site(s), these shall be disposed of in such manner as Safe Electric (Nationwide) Ltd deems reasonable and appropriate. Any associated costs shall be for the account of the Customer.

5.3 The Customer will grant or procure all permissions, licenses, waivers, consents, registrations and approvals necessary for, or considered desirable to deliver, install, keep installed and maintain any Goods and/or Equipment, and receive the Services where applicable, including but not limited to permissions and planning permission from the landlord (and/or the superior landlord) and local authorities.

5.4 The Customer shall ensure that Safe Electric (Nationwide) Ltd will have all necessary access to the Site(s) and Equipment to enable Safe Electric (Nationwide) Ltd to carry out its obligations under the Agreement. The Customer will also ensure that Safe Electric (Nationwide) Ltd has access to such facilities and is given such co-operation at the Site(s) as reasonably required.

Terms and Conditions of trading, subject to change without notice

5.5 In the event the Customer fails to comply with the provisions of clauses 5.1, 5.3 and/or 5.4, Safe Electric (Nationwide) Ltd reserves the right to charge for, and the Customer shall be obliged to pay, any cancellation charges as set out in clause 11.6 below and any additional costs Safe Electric (Nationwide) Ltd deems reasonable as a result of such failure to comply with said obligations, including but not limited to abortive labor time, administrative charges, and the cost of re-stocking or rescheduling delivery of materials.

5.6 Safe Electric (Nationwide) Ltd will normally carry out work during Safe Electric (Nationwide) Ltd normal business hours but may, on reasonable notice, require the Customer to provide access at other times. At the Customer's request, Safe Electric (Nationwide) Ltd may agree to work outside its normal business hours, but reserves the right to make an additional charge.

5.7 The Customer shall take due account of and comply with all applicable health and safety provisions, including but not limited to the provisions set out in Safe Electric (Nationwide) Ltd health and safety manual.

6 PROVISIONS RELATING TO GOODS

6.1 Risk of the Goods shall transfer to the Customer upon delivery of the Goods to the Site(s).

6.2 Unless otherwise agreed between the Parties, title to the Goods shall be retained by Safe Electric (Nationwide) Ltd until completion of the Contract Term and the Customer will not remove, alter or obscure in any way any identification mark on any part of the Goods until or unless title has been transferred.

6.3 Until title has transferred, the Customer shall be responsible at all times for the safety, safe custody and safe use of the Goods whilst it is in the Customer's custody or control and in particular, but without limitation, the Customer will, unless otherwise agreed in writing:

(a) be liable to Safe Electric (Nationwide) Ltd for any loss or damage to Goods except in so far as it can be shown that any such loss or damage is attributable to the negligent act or omission of Safe Electric (Nationwide) Ltd. The Customer shall notify Safe Electric (Nationwide) Ltd immediately of any such loss or damage;

(b) keep the Goods at the Site(s); (c) not add to, modify, or in any way interfere with or cause damage to or detract from or impair the performance or operation of the Goods; (d) not cause the Goods to be repaired, serviced or otherwise attended to except by an authorised representative of Safe Electric (Nationwide) Ltd.

(e) not use the Goods except in accordance with the Safe Electric (Nationwide) Ltd Literature or such other instructions as may be notified by Safe Electric (Nationwide) Ltd to the Customer from time to time;

(f) permit Safe Electric (Nationwide) Ltd to inspect or test the Goods at such times as may be agreed between Safe Electric (Nationwide) Ltd and the Customer, such agreement not to be unreasonably withheld or delayed;

(g) not attempt to let, sell, charge or otherwise deal with the Goods.

6.4 Any refund for or replacement of Goods is made entirely at Safe Electric (Nationwide) Ltd discretion.

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

7 DELIVERIES

7.1 The times quoted for supply shall be an estimate only, and Safe Electric (Nationwide) Ltd shall use its reasonable endeavors to provide the Goods and/or Services within the timescales quoted. Should Safe Electric (Nationwide) Ltd anticipate any delay, it will notify the Customer of the same as soon as practicable upon this coming to its notice.

7.2 In no event shall Safe Electric (Nationwide) Ltd be liable for any delays caused outside Safe Electric (Nationwide) Ltd reasonable direct control.

8 LEASED AND HIRED Goods

8.1 In relation to Goods hired or loaned by Safe Electric (Nationwide) Ltd to the Customer, if any, the Customer shall arrange and maintain adequate insurance in relation to the loss of or damage to such Goods hired or loaned and shall be responsible to Safe Electric (Nationwide) Ltd to the extent that the loss or damage is caused by the Customer's breach of any of the provisions of the Agreement or any other of its lawful acts or omissions for the prompt repair or replacement of the Goods lost or damaged whilst in the charge and control of the Customer provided that the Customer notifies Safe Electric (Nationwide) Ltd promptly upon discovery of any such loss or damage.

8.2 To the extent that loss or damage of any Goods so hired or loaned is caused by:

(a) the negligence or willful default of Safe Electric (Nationwide) Ltd, or

(b) the effective Goods of Safe Electric (Nationwide) Ltd,

then Safe Electric (Nationwide) Ltd shall be responsible for the prompt repair or replacement of such Goods lost or damaged whilst in the charge and control of the Customer provided that the Customer notifies Safe Electric (Nationwide) Ltd immediately upon discovery of any such loss or damage

9 SUSPENSION BY Safe Electric (Nationwide) Ltd

9.1 Safe Electric (Nationwide) Ltd may without terminating the Agreement suspend provision of the Goods and/or Services in whole or in part until further notice with immediate effect if:

(a) Safe Electric (Nationwide) Ltd has reason to terminate the Agreement in accordance with clause 14.1

(b) Safe Electric (Nationwide) Ltd is obliged to comply with an order, instruction or request of government, an emergency services organisation, or other competent administrative authority; or

(c) The Customer fails to make payment by the payment due date.

9.2 If Safe Electric (Nationwide) Ltd exercises its right of suspension in respect of an event referred to in clause 10.1 this will not exclude its right to terminate the Agreement later in respect of that or any other event, nor will it prevent Safe Electric (Nationwide) Ltd from claiming damages from the Customer resulting from such event if the Customer is in breach of its obligations hereunder.

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

10 DEFECTS

10.1 In the event that defective Goods are supplied by Safe Electric (Nationwide) Ltd to the Customer, Safe Electric (Nationwide) Ltd at its option, may repair or replace such defective Goods provided the defect is notified by the Customer to Safe Electric (Nationwide) Ltd within 90 days of delivery and Safe Electric (Nationwide) Ltd' liability shall be limited accordingly to repair or replacement of the defective Goods, or reimbursement of the cost of the defective Goods.

10.2 In the event that Services are not supplied in accordance with the Agreement, Safe Electric (Nationwide) Ltd, at its option, may remedy any defect in the supply of Services or reimburse charges paid relating to the supply of the defective Services provided the defect is notified by the Customer to Safe Electric (Nationwide) Ltd within 1 calendar year of the provision of such Services and Safe Electric (Nationwide) Ltd' liability shall be limited accordingly.

11 CHARGES

11.1 Safe Electric (Nationwide) Ltd will either charge a fixed fee or on a time and materials basis at the rates prevalent at the time and date the Goods and Services are being provided as follows:

- a) Engineering Man Day rates (or parts thereof) based on the hourly rates published as R.I.C.S / E.C.A Prime cost of labor + 162.5% ;
- b) Materials at cost + 20%;
- c) Plant equipment at cost + 20%;
- d) Management Man Day rates (or parts thereof) as incurred.

11.2 In the event of time and materials charging, charging starts from the moment Safe Electric (Nationwide) Ltd assigns a member of its staff or a third party representative to undertake the Services until completion of the Services, including but not limited to:

- a) travel to and from the Site(s);
- b) time required to obtain resources or materials, and
- c) Unforeseen delays.

11.3 For small works executed on an hourly basis, the Customer is referred to the Safe Electric (Nationwide) Ltd standard charges sheet which will be provided to the Customer prior to the provision of the Goods and/or Services, unless the parties agree a special Man Day rate or hourly rate for the provision of the Goods and/or Services.

11.4 Safe Electric (Nationwide) Ltd will charge for all parking costs incurred in relation to the Agreement in addition to the charges set out in clauses 11.1, 11.2 and 11.3 above. The Customer is advised to provide off street parking or parking permits wherever possible to allow Safe Electric (Nationwide) Ltd to provide the Goods and/or Services. Parking charges shall include any government or council charges that may be imposed on Safe Electric (Nationwide) Ltd, including but not limited to the London congestion charge.

11.5 In the event the Customer has provided information to Safe Electric (Nationwide) Ltd to enable Safe Electric (Nationwide) Ltd to prepare a quote, estimate or tender, or to provide the Goods and/or Services and such information subsequently proves to be incorrect or incomplete, Safe Electric (Nationwide) Ltd reserves the right to charge for

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

additional labor and materials required to meet their obligations to provide the Goods and/or Services as a result thereof, if any.

11.6 In the event the Customer cancels or delays any Goods or Services or parts thereof, or any appointments scheduled with Safe Electric (Nationwide) Ltd, Safe Electric (Nationwide) Ltd may at its discretion charge £35 for each such cancelled or delayed appointment or Goods or Service. Cancellations must be made no less than 2 Working Days in advance of the affected appointment or the provision of Goods and/or Services or part thereof. In the event the Customer fails to do so, the Customer shall be obliged to pay any additional costs Safe Electric (Nationwide) Ltd deems reasonable as a result of such failure to comply with said obligations, including but not limited to abortive labor time, administrative charges, and the cost of any Goods so cancelled, in addition to the cancellation charges set out in this clause 11.6.

11.7 For the avoidance of doubt, Safe Electric (Nationwide) Ltd proposals and tenders, quotations and estimates are provided to the Customer are a guideline based on the rates and costs prevailing at the time of providing such proposal, quotation, estimate or tender. Safe Electric (Nationwide) Ltd reserve the right to charge at the actual costs incurred and the rates prevailing at the time when the Goods and/or Services are provided to the Customer.

12 PAYMENTS

12.1 Safe Electric (Nationwide) Ltd will issue an invoice on completion of the provision of the Goods and/or Services. In the event the provision of the Goods and/or Services is due to take more than 14 (fourteen) days to complete, Safe Electric (Nationwide) Ltd will issue interim invoices every 7 (seven) days.

12.2 Safe Electric (Nationwide) Ltd accepts payment by bank transfer, cash and most major debit and credit cards. Payments by credit card are subject to an additional 3% of the total amount payable,

12.3 Payment for small works executed on an hourly basis shall be due on the same day the Goods and/or Services have been provided, either cash or by credit or debit card. The Customer shall sign the job sheet on the same day to signify agreement that Safe Electric (Nationwide) Ltd may keep the credit or debit card details, as applicable, on file for the sole purpose of recovering any outstanding payments from said credit or debit card, as applicable, until all outstanding payments have been made.

12.4 Any and all third party costs Safe Electric (Nationwide) Ltd howsoever incurs in relation to the Customer's non-payment, including but not limited to legal fees, court costs, administration costs and costs related to dealing with claims and debt collection shall be for the account of the Customer and shall be added to any outstanding debt from the moment such costs are incurred.

12.5 The Customer agrees that in the event of non-payment Safe Electric (Nationwide) Ltd may enter the Site(s) and/or the Customer's main office premises for the sole purpose of recovering any Goods and/or or property owned by Safe Electric (Nationwide) Ltd. All costs associated with such recovery of Goods and/or property owned by Safe Electric (Nationwide) Ltd shall be for the account of the Customer and shall be added to any outstanding debt from the moment such costs are incurred.

12.6 Payments of all sums due under the Agreement shall be made within 7 (seven) days from the date of invoice or as otherwise set out in the Agreement. If the Customer fails to make any payment by the due date and without prejudice to any other right or remedy that it may have, Safe Electric (Nationwide) Ltd shall have the statutory right to require the Customer to pay all sums due under the Agreement, including any additional costs incurred in accordance with these terms and conditions, on demand and to charge

Terms and Conditions of trading, subject to change without notice

compound monthly interest on all outstanding amounts (including VAT) until payment is received in full at a rate equal to 8 percent above Bank of England Base Lending Rate as current from time to time whether before or after judgment. Payment of all sums due under the Agreement and subject to any rights of refund under the limited warranty obligations set forth herein and without prejudice to the Customer's right to claim damages and its other rights and remedies, shall be made by the Customer on the due dates and are non-refundable and not subject to offset or reductions by or on behalf of the Customer.

12.7 Payment of all sums due under the Agreement, and subject to any rights of refund under the limited warranty obligations set forth herein and without prejudice to the Customer's right to claim damages and its other rights and remedies, shall be made by the Customer on the due dates and are non-refundable and not subject to offset or reductions by or on behalf of the Customer.

12.8 Time of payment of all sums due under the Agreement shall be of the essence.

12.9 All charges quoted are exclusive of Value Added Tax (VAT) and any other taxes applicable from time to time, which shall be charged thereon in accordance with the relevant regulations in force at the time of making the taxable supply and shall be paid by the Customer.

12.10 All charges are subject to application of the Retail Price Index (All items) on each anniversary of the Commencement Date of the Agreement.

12.11 If the Customer wishes to dispute any invoiced item(s), the following provisions shall apply:

a) The Customer shall pay all undisputed amounts, invoices or parts of invoices in accordance with the payment terms;

b) The Customer shall contact Safe Electric (Nationwide) Ltd in writing or by telephone on or before the due date for payment;

c) Safe Electric (Nationwide) Ltd shall use its reasonable endeavors to resolve any dispute founded upon genuine grievances within 15 Working Days of the Customer calling or writing to Safe Electric (Nationwide) Ltd;

d) If such dispute is resolved in the Customer's favor, Safe Electric (Nationwide) Ltd will accept payment of a lesser amount as agreed by Safe Electric (Nationwide) Ltd or credit the Customer's account with any refund due; and

e) If the dispute is resolved in Safe Electric (Nationwide) Ltd's favor, the Customer shall pay any amount it has withheld within 2 (two) Working Days. The Customer shall also pay any fees or expenses reasonably incurred by Safe Electric (Nationwide) Ltd in collecting, or attempting to collect, any charges owed by the Customer.

f) If the dispute remains unresolved after a period of 20 Working Days, either Party may appoint an independent arbitrator approved by the other Party, such approval not to be unreasonably withheld or delayed, to assist with the dispute resolution. The costs associated with such appointment shall be shared equally between the Parties. If the Parties cannot agree the independent arbitrator, the appointment shall be made at the request of the Parties jointly by the President of the Institute of Chartered Accountants for England and Wales or such other appropriate body as the Parties may agree.

12.12 In addition to the rights set out in clause 12.5, if the Customer fails to make payment in accordance with this clause 12, Safe Electric (Nationwide) Ltd shall be entitled immediately to suspend provision of the Goods and/or Services, until such

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

payment together with any interest that may be due thereon is received in full by Safe Electric (Nationwide) Ltd and the Customer acknowledges that Safe Electric (Nationwide) Ltd Services shall not be deemed in default or otherwise liable under these terms and conditions or otherwise in exercising its rights under this clause 12.12. For the avoidance of doubt, Safe Electric (Nationwide) Ltd will not exercise the right of suspension where the Customer follows the procedure as set out in clause 12.11 a)-f) above

13 DURATION of the agreement

The Agreement shall come into force on the Commencement Date or such date as the Parties may agree (whichever is the earlier) and shall continue for the Contract Term unless terminated earlier in accordance with any other provision of these terms and conditions.

14 TERMINATION

14.1 Without prejudice to any other rights or remedies Safe Electric (Nationwide) Ltd may have (either under the Agreement or at law); Safe Electric (Nationwide) Ltd shall be able to terminate the Agreement forthwith if:

a) the Customer becomes insolvent and for the purposes of the Agreement "Insolvent" means:

i. The appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver;

ii. the entering into a scheme of arrangement or composition with or for the benefit of creditors generally;

iii. any reorganisation moratorium or other administration involving its creditors or any class of its creditors;

iv. a resolution or proposed resolution to wind it up;

v. becoming unable to pay its debts as and when they fall due or becoming deemed to become unable to pay its debts as an when they fall due within the meaning of Section 123 of the Insolvency Act 1986.

b) the Customer fails to make any payment when it is due; or

c) the Customer commits a breach of any material obligation under the Agreement and (in the case of a remediable breach) fails to remedy the breach within 10 Working Days of receipt of a notice to do so from Safe Electric (Nationwide) Ltd.

d) there is a change in the ownership or control of the Customer.

14.2 The Customer shall be entitled to terminate the Agreement by serving notice if:

a) Safe Electric (Nationwide) Ltd becomes Insolvent (as defined above); or

b) Safe Electric commits a breach of any material obligation under the Agreement, and (in the case of a remediable breach) fails to remedy the breach within 10 Working Days of receipt of a notice to do so from the Customer.

Terms and Conditions of trading, subject to change without notice

15 CONSEQUENCES OF TERMINATION OR COMPLETION

15.1 Upon termination or expiry of the Agreement, all rights and licenses granted by Safe Electric (Nationwide) Ltd hereunder to the Customer shall immediately cease, and the Customer shall:

- a) immediately cease to make use of the Goods and Services; and
- b) at the Customer's cost, either (i) return all Goods and property of Safe Electric (Nationwide) Ltd or its suppliers, and all copies of the foregoing, to Safe Electric (Nationwide) Ltd and provide Safe Electric (Nationwide) Ltd with a signed written statement certifying that it has returned all such property to Safe Electric (Nationwide) Ltd, or (ii) at Safe Electric (Nationwide) Ltd option allow Safe Electric (Nationwide) Ltd to enter the Site(s) and/or the Customer's main office premises during normal business hours for the purpose of removing any or all Goods and property of Safe Electric (Nationwide) Ltd or its suppliers, and all copies of the foregoing; and
- c) immediately pay all sums due.

15.2 Upon termination or expiry of the Agreement clauses 2, 3.2, 6.2, 6.3, 9.2, 11, 12, 15, 16, 17, 18, 19, 20, 21, 23, 24, 26, 27, 28, 29 and 30 of the terms and conditions and such other clauses of the Agreement that expressly provide they will survive any termination or expiration of the Agreement shall continue and survive in full force and effect.

15.3 Termination of the Agreement for whatever reason shall not prejudice any rights or obligations of the Parties which may have accrued prior to termination and shall not affect any provision of the Agreement which is expressly or impliedly provided to survive or come into effect on termination.

16 WARRANTY

16.1 Except as otherwise expressly stated in the Agreement, neither Safe Electric (Nationwide) Ltd nor its suppliers, licensors, affiliates, employees, agents, distributors, marketing partners, resellers, parent or subsidiaries make any warranties, conditions, terms, undertakings, guarantees, representations or obligations whether express or implied by statutes, common law, custom, trade, usage, course of dealing or otherwise in connection with the Goods and Services supplied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, system integration, content accuracy, non-infringement, or of error free and uninterrupted use, all of which are hereby overridden, excluded, and disclaimed in all respects to the fullest extent permitted by law. Neither Safe Electric (Nationwide) Ltd nor its suppliers, licensors, affiliates, employees, agents, distributors, marketing partners, resellers, parent or subsidiaries warrant that the Goods and Services will be provided free of defects, errors or omissions; that the Goods and Services will meet the Customer's requirements; or that the goods and services will operate with any hardware or software not supplied by Safe Electric (Nationwide) Ltd; and any such representations that may otherwise be implied are excluded save to the extent such exclusion is prohibited by law.

16.2 Third party Goods shall carry the warranty provided by the manufacturer.

17 LIABILITY

17.1 Except as provided below in clause 17.5 and to the fullest extent permitted by law, the total aggregate liability of Safe Electric (Nationwide) Ltd, its licensors, its suppliers and its associated companies (whether such liability arises in contract, tort (including without limitation negligence), misrepresentation under the Agreement or otherwise, regardless of the form of claim or action) shall in no event exceed an amount equal to the fees paid under the Agreement during maximum 1 (one) month immediately preceding the establishment of such liability, or during the Contract Term, whichever is the lesser amount.

17.2 Except as provided below in clause 17.5 and to the fullest extent permitted by law, in no event will Safe Electric (Nationwide) Ltd, its parent, its subsidiaries, its associated companies, its suppliers or licensors be liable for special, consequential, exemplary, incidental, punitive or indirect damages or costs (including but not limited to legal fees and expenses) or loss of goodwill, profits, anticipated savings, revenue, business or contracts in connection with the supply, delay, use or performance of or inability to use the Goods and/or Services, or otherwise in connection with any claim arising from the Agreement, even if advised of the possibility of such damages or costs.

17.3 Safe Electric (Nationwide) Ltd shall have no liability to the Customer under or in relation to the Agreement unless the Customer shall have served upon Safe Electric (Nationwide) Ltd notice of the claim within 10 Working Days from the date the Customer first became aware of the circumstances giving rise to the same.

17.4 Nothing in the Agreement shall exclude or restrict Safe Electric (Nationwide) Ltd' liability:

a) for death or personal injury resulting from the negligence of Safe Electric (Nationwide) Ltd or of its employees while acting in the course of their employment; or

b) arising from any defect in the Goods if and to the extent Safe Electric (Nationwide) Ltd is liable therefore under Part 1 of the Consumer Protection Act 1987 or any safety regulations made hereunder; or

c) arising from a breach by Safe Electric (Nationwide) Ltd of its statutory duty under section 41(1) of the Consumer Protection Act 1987 not to contravene any obligation contained in safety regulations made under section 11 of the Consumer Protection Act 1987.

17.5 Nothing in the Agreement shall exclude or restrict the Customer's liability for any fraudulent act or statement on the part of its directors and employees or for death or personal injury caused by the Customer's negligence or for any other liability that cannot be legally excluded under any applicable laws.

17.6 The Customer shall arrange and maintain with a reputable insurer adequate public liability insurance and where applicable, product liability insurance or professional indemnity insurance in respect of its own acts and omissions and with scope of cover reasonable to the Goods and Services provided by Safe Electric (Nationwide) Ltd under the Agreement in respect of any claim whether such claim arises from (i) one incident or (ii) a series of connected incidents. For the avoidance of doubt, such adequate insurance level shall not be deemed a limit of liability under the Agreement.

17.7 Safe Electric (Nationwide) Ltd shall not be liable to the Customer in respect of any failure to comply with its obligations hereunder to the extent the same arises as a result of the failure by the Customer to fulfill its obligations hereunder.

17.8 Safe Electric (Nationwide) Ltd shall not be liable for any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in

Terms and Conditions of trading, subject to change without notice

Equipment, software or services provided by the Customer, third parties or technical malfunctions outside Safe Electric (Nationwide) Ltd direct control.

18 FORCE MAJEURE

Neither Party shall be liable for delays caused by any cause reasonably beyond its control such as but not limited to: acts of God, governmental or European Union actions; war or national emergency; riots; strikes or other labor disputes (including by and with their own employees); power failure; inadequate performance or failure of or incorrect processing by computer systems; fire; flood; explosion; default of suppliers or sub-contractors; or breakdown of plant, machinery or vehicles; but each Party shall use all reasonable efforts to minimise the extent of any such delay.

19 INFORMATION AND CONFIDENTIALITY

19.1 The Customer will promptly provide Safe Electric (Nationwide) Ltd (free of charge) with all such information and co-operation that Safe Electric (Nationwide) Ltd may reasonably require to enable it to proceed without interruption with the performance of its obligations under the Agreement.

19.2 Each Party agrees that information disclosed by a Party hereunder to the other Party, including without limitation the Goods, is the confidential information of the disclosing Party. A Party shall not use any information of the other Party for any purpose other than the carrying out of its obligations under the Agreement, and shall not disclose information of the other than as permitted under the Agreement without the prior written consent of the other Party.

19.3 Without limiting the foregoing, the recipient of information of the other Party agrees that it will exercise the highest standard of care in protecting the confidentiality of the other Party's information as it uses in protecting its own confidential information of a similar nature, but never less than a reasonable standard of care. The terms, conditions, pricing and any other information under the Agreement are confidential and shall not be disclosed, orally or in writing by the Customer. Notwithstanding the foregoing, either Party may disclose the general nature, but not the specific terms of the Agreement.

19.4 The provisions of this clause 19 shall not apply to information to the extent that it is:

19.5 public knowledge at the Commencement Date; or

19.6 already known to the receiving Party without restriction as to confidentiality at the time of disclosure as demonstrated by contemporaneous written records normally kept in the course of business; or

19.7 subsequently becomes public knowledge other than by breach of the Agreement; or

19.8 subsequently comes lawfully into the possession of the receiving Party from a third party without restriction of confidentiality; or

19.9 the disclosure of such information is required by the Stock Exchange, or governmental or regulatory authority, provided however that the recipient shall (1) provide the other Party with advance notice of such disclosure, (2) co-operate fully in all efforts to prevent or condition disclosure of the information, and (3) only disclose that portion of the information necessary to comply with such requirement.

19.10 Safe Electric (Nationwide) Ltd and the Customer shall respectively divulge confidential information only to those of their employees, agents or sub-contractors who are directly involved in the provision, maintenance or permitted use of the Goods and/or

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

Services and shall ensure that such employees, agents or sub-contractors are aware of and procure in writing that they comply with these obligations of confidentiality.

19.11 The Customer shall implement internal procedures to limit, control and supervise the use of Safe Electric (Nationwide) Ltd information and shall notify Safe Electric (Nationwide) Ltd of any suspected or actual breach of the obligations and/or restrictions set forth in this clause 19.

19.12 Both Parties shall in performing their obligations under the Agreement strictly comply with all applicable laws, rules, directives and regulations insofar as these should be reasonably known to them.

20 INTELLECTUAL PROPERTY RIGHTS

20.1 All Safe Electric (Nationwide) Ltd Intellectual Property Rights will remain at all times the exclusive property of Safe Electric (Nationwide) Ltd. The Customer hereby waives any claim that it may have had or has to title and ownership such Intellectual Property Rights and to any modifications, adaptations, enhancements, or derivative works made thereof by or under the direction of the Customer or Safe Electric (Nationwide) Ltd.

20.2 All Safe Electric (Nationwide) Ltd Intellectual Property Rights prior to and arising in connection with the Agreement shall remain vested or vest in Safe Electric (Nationwide) Ltd.

20.3 All database rights and copyright in all documents, drawings and information supplied to the Customer in connection with the Agreement shall remain vested in Safe Electric (Nationwide) Ltd. Such documents, drawings and information are confidential and will not be copied, disclosed or used (except for purpose for which they were supplied) without Safe Electric (Nationwide) Ltd' prior written consent.

20.4 Safe Electric (Nationwide) Ltd shall have the exclusive right to commence, defend, conduct and settle all proceedings involving an infringement or alleged infringement of its intellectual property rights or relating to the validity thereof. The Customer shall, give all reasonable assistance and such documentation as Safe Electric (Nationwide) Ltd may, without limitation, require, in connection therewith, and shall, without limitation to the generality of the foregoing, agree to be joined as claimant or defendant in any proceedings provided always that the costs incurred or recovered in such negotiations or litigation shall be for Safe Electric (Nationwide) Ltd' account and damages shall be for Safe Electric (Nationwide) Ltd' account. Safe Electric (Nationwide) Ltd will bear the reasonable pre-approved expenses incurred by the Customer in providing such assistance.

20.5 If Goods are to be produced or manufactured or any process is to be applied to the Goods supplied by Safe Electric (Nationwide) Ltd in accordance with a specification(s) submitted by the Customer, the Customer shall indemnify Safe Electric (Nationwide) Ltd against all loss, damages, costs and expense awarded against or incurred by Safe Electric (Nationwide) Ltd Services in connection with (or paid or agreed to be paid by Safe Electric (Nationwide) Ltd in settlement of) any claims for infringement of any Intellectual Property Rights of any other person which results from Safe Electric (Nationwide) Ltd' use of the Customer's specification.

Terms and Conditions of trading, subject to change without notice

21 NOTICE

21.1 Any notice or other document to be given in connection with the Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by pre-paid post or facsimile to the other Party at their last known address.

21.2 Any such notice or other documents shall be deemed to have been received by the addressee two Working Days following the date of dispatch if the notice or other document is sent by post, or simultaneously if personally delivered or upon receipt of the fax confirmation page.

22 WAIVER

22.1 No waiver will be effective unless given in writing and signed on behalf of the Party making such waiver. No waiver will be implied from conduct for failure to enforce such rights.

22.2 The failure of either Party at any time in enforcing any right or remedy under these terms and conditions shall not be construed as a waiver of any future or other exercise of such right or remedy.

23 SEVERABILITY

Notwithstanding that the whole or any part of any provision of the Agreement may prove to be illegal or unenforceable, the other provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.

24 AMENDMENT, ASSIGNMENT AND SUB-CONTRACTING

24.1 The Customer shall not be entitled at any time to delegate, sub-contract, transfer or assign, in whole or in part the Agreement to anyone (including without limitation to any Associate of Customer) without the prior written consent of Safe Electric (Nationwide) Ltd. Any attempt by the Customer to delegate, sub-contract, transfer or assign, in whole or in part, any of its rights or duties hereunder without the prior written consent of Safe Electric (Nationwide) Ltd shall be void and of no effect.

24.2 Except as otherwise restricted in the Agreement, the Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

24.3 No amendment, supplement or change to the Agreement shall be effective without the prior written express consent of Safe Electric (Nationwide) Ltd.

25 ENTIRE AGREEMENT

The Agreement constitutes the entire understanding and contract between Safe Electric (Nationwide) Ltd and the Customer regarding the subject matter hereof and supersedes any and all prior or contemporaneous, oral or written, representations, proposals, communications, understandings, and agreements between Safe Electric (Nationwide) Ltd and the Customer with respect to the subject matter hereof. The Parties acknowledge and agree that neither of the Parties is entering into the Agreement on the basis of any representations or promises not expressly contained herein. The Agreement does not operate as an acceptance of any conflicting or additional terms and conditions and shall prevail over any conflicting or additional provision of any purchase order or any other instrument of the Customer, it being understood that any purchase order issued by the Customer shall be for the Customer's convenience only.

Terms and Conditions of trading, subject to change without notice

26 DISPUTE RESOLUTION

In the event of any dispute arising out of the Agreement, the Parties will attempt first to settle it by negotiation. To this end, each Party shall use its respective best endeavors to consult or negotiate with the other, in good faith and, recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both Parties.

Negotiations shall be conducted between the respective senior executives of the Parties who have authority to settle disputes. If the Parties do not reach a settlement within a period of 60 days, then the Parties may agree that such dispute, controversy or claim shall be settled under the Housing Grants, Construction and Regeneration Act 1996 Part 11 in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998.

27 GOVERNING LAW

27.1 The Agreement shall be subject to English law and to the jurisdiction of the English Courts whose jurisdiction shall be exclusive other than in respect of the enforcement of any judgment where its authority shall be nonexclusive.

27.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Agreement.

28 EQUITABLE REMEDIES

Each Party acknowledges that (i) any use or threatened use of the other Party's intellectual property or other property in which a Party has proprietary rights in a manner inconsistent with the Agreement, or (ii) any other misuse of the other Party's confidential information may cause immediate irreparable harm for which there is no adequate remedy at law. Accordingly, to the extent permitted by applicable law and notwithstanding the terms of clauses 17.2 and 26, each Party agrees that the affected Party shall be entitled to injunctive relief or such other equitable remedy as a court of competent jurisdiction may provide. Nothing contained in the Agreement, including but not limited to clauses 17.2 26, will be construed to limit a Party's right to any remedies at law or in equity, including but not limited to the recovery of damages for breach of the Agreement.

29 RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall constitute or be deemed to constitute a partnership between the Customer and Safe Electric (Nationwide) Ltd or constitute or be deemed to constitute one Party as agent of the other Party, or its affiliates, suppliers or licensors, for any purpose whatever, and a Party shall have no authority or power to bind the other Party, or its affiliates, suppliers or licensors, or to contract in the name of or create a liability against the other Party or its affiliates, suppliers or licensors, in any way or for any purpose.

30 THIRD PARTY RIGHTS

No provision of the Agreement shall be construed to provide or create any third party beneficiary right or any other right of any kind in any third party and the Parties do not intend that any clause in the Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to the Agreement.

Safe Electric (Nationwide) Ltd

Terms and Conditions of trading, subject to change without notice

31 OFFICIAL LANGUAGE

The official language of the Agreement is English. All contract interpretations, notices and dispute resolutions shall be in English. Any exhibits, Schedules or amendments to the Agreement shall be in English. Translations of the Agreement or any related documents shall not be construed as official or original versions thereof.

32 INTERPRETATION

The Agreement shall be fairly interpreted in accordance with its terms and conditions; no term or condition of the Agreement shall be strictly interpreted in favor of or against either Party to the Agreement.