

INTELICO LIMITED GENERAL CONDITIONS OF SALE

1.1 All orders are accepted subject to the following conditions which shall form part of and govern the contract of sale. Any variation of those conditions in any document of the buyer is inapplicable unless accepted in writing by the seller.

1.2 No variation may be made to the contract of sale except by agreement in writing between the parties.

2. QUOTATIONS

2.1 The placing of an order following the seller's quotation shall not be binding on the seller unless and until accepted by the seller in writing.

2.2 Additions or alterations to orders, however made, shall not be binding on the seller until they have been confirmed by the seller in writing.

2.3 By ordering the goods from the seller the buyer will be deemed to have accepted that these conditions take precedence over any other conditions contained on or in any documentation, letter, acceptance form or the like, in whatsoever form, in connection with goods so ordered.

2.4 All quotations which include software elements, either bespoke or proprietary, will be subject to Annual Licence and Support fees as follows:

- a. Annual Software Maintenance fees for year 1 onwards at 10% of contract value
- b. Annual Software Licence fees for year 2 onwards at 5% of contract value
- c. Annual Service Level Agreements (SLA's) payable at rates published, quoted or agreed

All above apply unless alternative licence and support arrangements are agreed in writing by Intelico Ltd.

3. PRICES

3.1 The prices quoted are based on current conditions and are subject to adjustment without notice. The goods or service will be invoiced at the price ruling on the date of despatch of the goods or of the service being rendered, unless otherwise agreed in writing.

3.2 The prices quoted are exclusive of Value Added Tax and Delivery to site ex-factory Southend-on-Sea, England, unless otherwise specifically stated in the contract.

4. DELIVERY

4.1 Delivery to site will be in accordance with draft Project Plan (where supplied) unless otherwise agreed.

4.2 Where goods are ordered by the buyer for delivery at his request and accepted by an order acknowledgement:

- (i) If a period or date is stated for delivery and accepted in the order acknowledgement and such period is not extended in writing the buyer shall take delivery within the period.
- (ii) If no period is stated for delivery, the buyer shall take delivery of the goods as soon as they are ready.
- (iii) If the buyer does not take delivery of the goods within the period the buyer will reimburse the supplier's storage costs. An invoice will be issued for the full amount of the goods plus the storage costs on the last date on which delivery is due and shall be payable in accordance with the provisions of Clause 9.1.

4.3 If any other case:-

- (i) Any time stated in respect of delivery is given in good faith but is by way of estimation only and is not binding on the seller.
- (ii) Time for delivery, whether expressly stated or not, shall not be or be deemed to be of the essence of the contract of sale.

4.4 The seller shall not be liable for any loss or damage whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the buyer or to any purchaser from him or customers of his arising out of or in any way due to any delay or default in delivery of any goods under the contract however caused.

4.5 The seller shall be entitled to make partial delivery of the goods unless otherwise agreed in writing.

4.6 In the case of partial delivery of goods the buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the later delivery of any one instalment as a repudiation of the whole contract.

5. PACKING, CONSIGNMENT AND CARRIAGE

5.1 Unless otherwise stated in the contract the goods will be consigned by the method of transport chosen by the seller to the address specified by the buyer for consignment of the goods ('delivery address').

5.2 If packaging is marked 'returnable' it is not included in the price, but will be charged for unless returned within one month. Carriage paid and in good conditions to the seller's premises.

5.3 When the delivery address is outside the United Kingdom mainland the details of the consignment will be as stated in the Contract.

6. TRANSFER OF RISK

6.1 The goods shall be at the risk of the buyer as soon as they are delivered to the delivery address or where the delivery address is not within the United Kingdom immediately the goods are placed on board ship unless otherwise agreed in writing and the seller shall be under no obligation to give the buyer the notice specified in the Sale of Goods Act 1893.

7. ACCEPTANCE OF GOODS

7.1 The buyer will be deemed to have accepted the goods unless he rejects them within 7 days after their receipt at the delivery address or the date of the completion of the installation of the goods if such installation is performed by the seller. No return period applies or is permitted for bespoke software development.

7.2 The seller shall have no liability for goods delivered in a damaged condition or lost in transit or for shortages in delivery unless:-

(a) in the case of damage or shortage of delivery, short details are endorsed on the carrier's delivery note or receipt and notice in writing giving full particulars of the damage or shortage is received by the seller and the carrier within three working days after receipt of the goods at the delivery address: and

(b) In the case of goods lost in transit, notice in writing of the non-delivery is received by the seller and by the carrier within fourteen days after the date of the advice note or invoice (as the case may be) issued by the seller.

7.3 Subject to the buyer's complying with Clauses 7.1 or 7.2 above (as the case may be) and subject to Clause 8 below, the seller shall replace or make good any goods rejected by the buyer or delivered in a damaged condition or lost in transit for in lieu thereof, at the option of the seller, shall allow credit to the buyer of the amount of the price of goods lost or rejected or a proportionate amount thereof (in the case of goods damaged) but the seller shall have no other liability whatsoever including consequential loss in respect of goods rejected by the buyer or delivered in a damaged condition or lost in transit.

8. SPECIFICATIONS

8.1 Unless otherwise specifically stated in the contract all specifications and particulars of weights and dimensions stated in the contract and in the seller's sales literature are approximate only.

8.2 The seller reserves the right to change the specification of any goods quoted in its sales literature at any time without notice.

9. PAYMENT

9.1 Except where otherwise specifically agreed payment must be made to the seller's address stated on his invoice as follows:

(i) New Equipment Orders (new customers) – Hardware and Software

50% of the order value immediately on acceptance of the order.

The balance of the equipment value immediately on delivery of the equipment.

The balance of the installation work immediately upon completion of the installation work.

The balance of the order value immediately on commissioning of the equipment.

(ii) Bespoke software Development – Software

50% of the order value immediately on acceptance of the order

20% after 30 days

20% upon delivery

Balance upon sign-off

(iii) Service Level Agreements, Maintenance Contracts, Annual Software Maintenance fees, Annual Software Licence fees: before the commencement of the contract.

(iv) Invoices other than those in Clause 9.1 (i) and (ii) above not later than thirty days following the date of the invoice.

9.2 Where partial delivery is made, the buyer shall be obliged to pay for each instalment separately, if the seller so requires, by invoicing him.

9.3 If payment is not made on the due date, interest will be charged on the amount due at the rate of 4 percent above Lloyds Bank plc's Base Rate for the time being.

9.4 Unless otherwise agreed the buyer shall not be entitled to exercise any right of set-off or counterclaim against monies owed to the seller for goods invoiced and delivered to him.

10. OWNERSHIP OF GOODS

10.1 Subject to the following clauses, the goods shall remain the seller's property until payment in full of the price, interest charges and all other monies due to the seller under this contract between the seller and buyer, notwithstanding any processing of the same or incorporation of the same into a larger piece of equipment.

10.2 The buyer shall be entitled to sell the goods in the ordinary course of business, provided that the proceeds of the sale shall be held in trust for the seller by the buyer until payment of all sums due to the seller by the buyer under this contract between the seller and the buyer.

10.3 Should the buyer default in any payment when due, the seller will be entitled to repossess the goods without prejudice to any other right or remedy arising out of such default in payment and for this purpose the seller will be entitled to enter upon any land or buildings on or in which the goods may be situated and to remove the same. All costs incurred by the seller in repossessing the goods shall be borne by the buyer.

10.4 Any goods so repossessed shall be sold and the proceeds of sale set off against the amounts due to the seller by the buyer. Any balance remaining of the proceeds of sale shall be paid to the buyer. If the said proceeds of sale are not sufficient the buyer shall remain liable to pay to the seller the amount remaining due together with any interest accruing thereon.

11. WARRANTY

11.1 All goods are guaranteed both electrically and mechanically for 12 months from the date of handover provided that the goods are serviced in accordance with the seller's recommended service intervals by the seller with the exception of:-

(i) consumables

(ii) part exchange parts which are guaranteed for six months from the date of delivery.

(iii) third party supplied equipment.

12. PATENTS

12.1 The buyer shall indemnify the seller against all damages, penalties, costs and expenses to which the seller may be liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters, patent or registered design.

13. DETERMINATION OF CONTRACT

13.1 If the buyer shall make default in or commit a breach of the contract or of any of his obligations to the seller, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any

arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business shall be passed or presented, or if a receiver of such company's undertaking, property or assets of any part thereof shall be appointed, the seller shall have the right by written notice to the buyer to determine this and/or any other contract then subsisting between the buyer and the seller, and/or suspend further deliveries of goods under this and/or any other contract between the buyer and the seller. Such right shall be without prejudice to any other claim or right the seller may otherwise make or exercise.

14. NOTICES

14.1 Notices required to be given to the seller must be sent to the address stated on this document (or other such address as advised from time to time). Notices required to be given to the buyer will be sent to the address specified by the buyer for consignment of the goods unless a different address is specified for this purpose by the buyer.

15. CONFIDENTIAL INFORMATION; NON-RECRUITMENT

15.1 All information provided by one party to the other party that is expressly designated as confidential or should reasonably be considered confidential, in whatever form this information is delivered or communicated (oral, written and/or electronic), including in any case all the Company Products made available to the Customer under article 7.1, shall be considered Confidential Information. The party receiving Confidential Information (further: "Receiving Party") shall only use this information for the purpose for which it was provided.

15.2 Regarding Confidential Information, the Receiving Party in particular shall

- i. use such only to meet its obligations under the agreement;
- ii. store it with at least the same degree of care it uses to store its own Confidential Information, and in no event less than a reasonable level of care; and
- iii. not disclose it to any third party.

The above obligations may only be waived if the Receiving Party has received written consent for this from the Party that submitted or communicated its Confidential Information to the other Party (further: "Disclosing Party").

15.3 The obligations of confidentiality stipulated in this article 3 do not apply to Confidential Information that:

- i. is publicly known other than by a breach by the Receiving Party of its obligations under the Agreement;
- ii. was communicated by a third party to the Receiving Party as non-confidential and for which the Receiving Party was of the opinion that, in the absence of an obligation in favour of the other Party, it was not unlawful to disclose the information;
- iii. was developed by the Receiving Party independently of the Disclosing Party, or that the Receiving Party was already aware of before this information was communicated by the Disclosing Party; and/or
- iv. was disclosed with the written consent of the Disclosing Party.

15.4 If the Receiving Party must communicate Confidential Information on the orders of a competent court and/or administrative or government agency or on the basis of a law, regulation or any other administrative or legal proceedings, it will inform and consult with the Disclosing Party about this in advance.

15.5 Notwithstanding the provisions of this article, the Receiving Party may communicate the Confidential Information of the Disclosing Party to its employees, consultants and suppliers who are directly involved with and/or must be informed of such Confidential Information for implementation of the agreement.

15.6 If the Receiving Party no longer needs the Confidential Information for fulfilment of its obligations under the agreement or if the agreement is terminated, the Receiving Party undertakes to return or destroy the Confidential Information (along with each copy and summary thereof) to the Disclosing Party, at the discretion of the Disclosing Party. However, the Company will be entitled to retain a copy of the project documentation after expiry of the Agreement for reasons related to archiving or quality control.

15.7 During the term of the agreement and for one year following termination thereof, without the written consent of the Company, the Customer shall not in any way hire employees of the Company who were involved in execution of the agreement, either directly or indirectly (with companies in which the Customer has direct or indirect interests), or in any way allow them to work for it or approach them to do so or recommend them to third parties for employment.

15.8 If this prohibition is violated by the Customer, the Customer will owe fixed damage compensation to the Company (among others for recruitment and selection costs, training costs, damages resulting from the non- fulfilment of the plan established for the employee in question...) equal to the gross remuneration of the employee in question for a period of 12 months.

16. RETENTION OF TITLE AND RIGHTS OF USE

16.1 All goods delivered to the Customer remain the property of the Company until all amounts that the Customer owes for the items or work provided or to be provided under the agreement, as well as the amounts referred to in article 3.2, including interest and fixed compensation, have been paid in full to the Company.

16.2 Rights of use to the products and/or activities delivered will always be granted to the Customer, or, as the case may be, transferred, on the condition that the Customer pays the agreed compensation promptly and fully, and after the amounts specified in article 2 of these General Terms and Conditions of the Company have been paid.

17. THIRD PARTY PRODUCTS

17.1 If and insofar as the Company makes products of third parties available to the Customer, for these products, the terms and conditions of these third parties apply, to the exclusion of the provisions of these General Terms and Conditions. Where appropriate, the Company shall communicate the terms and conditions of the third party to the Customer no later than the time the agreement is concluded. The Customer accepts these terms and conditions of third parties.

17.2 In the relationship between the Customer and the Company, if and insofar as these terms and conditions of third parties are deemed not to apply or are declared inapplicable for whatever reason, the provisions in these General Terms and Conditions apply.

17.3 The Company liability for third party products will in no case exceed that which is recoverable from the third party/parties in question.

18. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS

18.1 All intellectual or industrial property rights to all products developed or made available under the agreement belong exclusively to the Company and/or its licensors. In these General Terms and Conditions, by 'Product' is understood: software, or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory materials.

18.2 If and to the extent that the agreement does not stipulate otherwise, on products developed by the Company specifically for the Customer, including the source code thereof, the Customer receives a non- exclusive, unrestricted right of use, including the right to make changes to these products. The Customer undertakes not to market the products commercially.

18.3 The Company will defend the Customer at its own expense against any claims from third parties that are based on the assertion that products developed by the Company constitute a breach of intellectual property right, and the Company will indemnify or reimburse the Customer as specified below. This obligation is subject to the following conditions:

- i. For insurance reasons, each claim must be notified in writing to the Company by the Customer immediately, and in any case within ten working days after taking cognizance thereof, under penalty of forfeiture.
- ii. The Customer must provide the Company with the necessary powers of attorney, information and cooperation in order, if necessary, to defend the Customer in the above-mentioned actions, and the

Customer shall grant exclusive control of the amicable settlement and/or proceedings to the Company.

- iii. The infringement may not be related to changes to the products made by the Customer or allowed to be made by third parties.

Any other or further liability or indemnification obligation of the Company for infringement of intellectual property rights of third parties is excluded, including liability and indemnification obligations of the Company for infringements caused by the use of the products supplied in a non-Company modified form, or use in conjunction with goods or products not delivered by the Company or in any other way than that for which the products were developed or intended.

18.4 The Customer guarantees that no rights of third parties oppose the making available to the Company of equipment, software or materials for the purpose of use or processing, and the Customer shall indemnify the Company against any action based on the claim that such making available, use or processing infringes any right of third parties.

19. COOPERATION BY THE CUSTOMER

19.1 The Customer shall always provide the Company, in a timely manner, all the data or information necessary for, and cooperate fully in, the proper performance of the agreement.

19.2 The Customer is solely responsible for the use and application in its organisation of products and services provided by the Company and for the monitoring and security procedures and proper system management.

19.3 If it is agreed that the Customer shall make available software, materials or data on information media, these will meet the specifications required to carry out the work.

19.4 If data necessary for execution of the agreement is not made available to the Company in a timely manner or in accordance with the arrangements, or if the Customer otherwise does not fulfil its obligation, the Company in any case has the right to suspend implementation of the agreement and has the right to charge the costs incurred at its usual rates.

19.5 In case that the employees or subcontractors of the Company perform work on location at the Customer, the Customer shall provide these employees or subcontractors with reasonably necessary facilities free of charge, such as – if applicable – working space with telecommunication facilities etc. The Customer shall indemnify the Company from claims of third parties, employees or subcontractors of the Company that suffer any damage in connection with execution of the Agreement resulting from the acts or omissions of the Customer or of unsafe situations in its organisation.

20. LIABILITY OF THE COMPANY; INDEMNITY

20.1 All contractual obligations of the Company are best effort commitments. The Company does not give any express or implied warranty relating to the goods or services, including any guarantee for fitness to a particular purpose or marketability.

20.2 If it is agreed that the agreement is implemented in several phases, the Company has the right to postpone the following phase until the Customer has accepted the results of the preceding phase in writing and complied with all other obligations related to that phase.

20.3 If the Company falls short in compliance with its obligations, it is only obliged to perform the service again (compensation in kind). Only if this proves impossible, is it obliged to compensate the direct damage within the limits defined below.

20.4 Company liability is excluded for indirect damages, including consequential damages, lost profits, lost savings, and loss due to business interruption and loss of data.

20.5 In the case of alleged poor-quality goods or services, the Customer shall actively cooperate in all studies that aim to determine the cause and take all measures to secure evidence that may be relevant.

- 20.6 The total liability of the Company is limited to compensation of direct damages up to the amount of the agreed contract price (excluding VAT) for the products to be delivered by the Company and the work to be done. If the agreement is a continuing performance contract, the total liability of the Company is limited to the total fees (excluding VAT) for the products to be delivered and the work to be performed by the Company for one year. In any event, total liability for direct damages is limited to a maximum of GBP 100,000 (one hundred thousand pounds).
- 20.7 To the extent not excluded by other provisions of these General Terms and Conditions, in the event of damage due to death or bodily injury, the total liability of the Company is limited to a maximum of GBP 100,000 (one hundred thousand pounds) per event, with a series of related events being regarded as a single event.
- 20.8 The Customer indemnifies the Company against all claims from third parties for product liability due to a defect in a product or system that is delivered to a third party by the Customer and that partly consisted of products supplied by the Company, except if and insofar as the Customer proves that the damage was caused by those products, in which case the liability of the Company is excluded and/or is limited in accordance with the other provisions of these General Terms and Conditions.

21. FORCE MAJEURE

- 21.1 The Company is not obliged to fulfil any agreed obligation if prevented from doing so by force majeure. The agreed obligations in such a case are totally or partially suspended for the duration of the force majeure, without the Company being liable for any damages with respect to the Customer. By force majeure is understood: strikes, total or partial interruption of transport, electricity and telecommunications problems, business interruptions, breach of contract and/or force majeure on the part of suppliers, licensing requirements and other legal and regulatory requirements, the death of an involved employee, serious illness of an involved employee, prohibitions or orders from the authorities.
- 21.2 If the situation of force majeure lasts more than fifteen days, the Company has the right to terminate the agreement in writing by registered letter without prior recourse to a judge and without damage compensation. In such a case, the Company is entitled to payment by the Customer for any goods or services already provided and the costs that have already been incurred with a view to the future implementation of the agreement.
- 21.3 The failure by the Company to fulfil its contractual obligations as a result of such force majeure is not a ground for termination, dissolution or suspension of execution of the agreement by the Customer.

22. OTHER CONDITIONS

- 22.1 No liability will be accepted for any failure of, or delay in, performance which is due wholly or partially to restriction by Government or other competent authority, strike, lock-out, failure by suppliers to supply raw materials, or to any other cause whatsoever outside the seller's control, including unforeseen errors on the part of the seller.
- 22.2 The buyer is responsible for obtaining all planning authorities necessary in regard to the installation of the goods.
- 22.3 Unless otherwise stated the buyer is responsible for the preparation of the site in accordance with the seller's specifications prior to the commencement of installation of goods.
- 22.4 All drawings, plans, etc. are the property of the seller and may not be reproduced without the prior written consent of the seller.

23. LAW

- 16.1 These conditions and the contract shall be subject to and construed in accordance with English Law, and the buyer is deemed to submit to the non-exclusive jurisdiction of the High Court of Justice in England.

24. HEALTH AND SAFETY

This quotation is submitted in accordance with the current Intelico Health and Safety policies (see attached copy). The Customer is responsible for providing a safe working environment in accordance with all statutory provisions and safety legislation during the period of the installation works.

25. WORKING HOURS

All prices quoted are based on all on site works taking place during normal working hours (i.e. Mon – Fri ; 09.00 – 17.00, excluding public holidays) with uninterrupted access to site and a continuous programme of works. Any works requested by the customer outside of these hours will be chargeable unless otherwise specifically agreed in advance.

26. DEFINITIONS

These terms and conditions apply equally to all companies, products, software and brands forming the Intelico Group of Companies and includes, but not limited to, Intelico Limited, Accuplate, Identify Anyone, Intelico One, Smart Alert, Visidem, Your Car Is Here, Valet Check and Monitor My.

27. MISCELLANEOUS

27.1 The Company reserves the right to call upon the services of subcontractors to execute the agreement.

27.2 The fact that a right is not enforced or is not used, the fact that a penalty or procedure is not applied, or the failure to bring a claim by the Company does not imply a renunciation or waiver of rights.

28. E&OE

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