

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

APEX: Apex Transmissions Ltd (CRN: 09330212)

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3.

Contract: any contract between a Seller and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: any entity who purchases the Goods and/or Services from a Seller and/or is otherwise a customer of a Seller of the Group howsoever including but not limited to anybody who could be reasonably regarded as being a customer of a Seller on the basis that they are obtaining Goods and/Services from a Seller and/or being listed on a Seller's specifications and/or on any sales order acknowledgements provided by a Seller.

Force Majeure Event: an event or circumstance beyond a party's reasonable control and to include any event declared by the World Health Organisation as being a pandemic and or any other circumstances that the Seller reasonably believes affects sufficient people such as to cause the Seller not to be able to perform the Contract whether through shortages, strikes, lockout, civil commotion or anything else.

Goods: the goods (or any part of them) set out in the Order.

Hayley: Hayley 247 Engineering Services Limited (CRN: 07553561)

L&M: Lamond & Murray Limited (CRN: SC075386)

Order: the Customer's order for the Goods and/or Services howsoever (whether written, oral or electronic), as set out in the Customer's purchase order form (if any) and or a phone call and or email requesting the Goods and or Services.

Seller: all or any of Apex, Hayley, L&M and WMH as the case may be and together "**Group**".

Services: means all services and works supplied (including Goods as part of the works) by a Seller to the Customer as set out in the Specification.

Specification: the description or specification for the Services provided by a Seller to the Customer howsoever which the respective company of the Seller regard as being the specification and/or the description as a result of any Order and/or sales order acknowledgement, and where relevant together with the timetable for performance and costs of the Services and where there are no Specifications expressly mentioned it will then be the job or the matter for which the Seller has been engage to provide Goods and or Services for the Customer.

WMH: W M H Transmissions Limited (CRN: 02166349)

2. BASIS OF CONTRACT

2.1 Subject to clause 2.4 to place an Order, the Customer can do so via a verbal instruction (which is clear and precise in all of its terms) ("**Verbal Order**") and or written instruction (including e-mail) ("**Written Order**") with an authorised representative of a Group Member.

2.2 On placing an Order (regardless of whether it was a Verbal Order or a Written Order) the Customer warrants to the Seller that the Customer has given all of the correct and up to date information

including but not limited to the plans specification, the payment method it has used, the address details for delivery and that the Customer has sufficient funds to cover the cost of the Order and that the Customer has authority to place such Order.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which

are implied by trade, custom, practice or course of dealing unless expressly excluded by a written agreement signed by both the Customer and a Seller the purpose of which is to have a different basis of contractual relationship between a Seller and the Customer which is all encompassing and for the avoidance of doubt where there is ambiguity in such agreement then these Conditions shall apply.

2.4 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions, the Order (whether pursuant to a Verbal Order and or Written Order) shall only be deemed to be accepted when a Seller issues written acceptance via e-mail and or confirms that Orders over the telephone will be issued with a written acceptance after such call and or a confirmation is given in person of the Order and on which date the Contract shall come into existence and without limitation this shall be deemed to be the date of the sales order acknowledgement to any Order and in absence of the sales order acknowledgement, the delivery of the Goods and/or Services subject to the inclusion these Conditions which will prevail over any other terms and conditions imposed by the Customer expressly or impliedly. The Customer is responsible for ensuring that the terms of the Order and/or Service Specification are complete and accurate.

2.5 The Customer is deemed to have accepted the Goods and or Services unless written notice of rejection is received by the Seller within 5 days after delivery of the Goods and or Services.

2.6 Any Orders accepted by the Seller may not be varied or cancelled in any way without the written consent of the Seller which, if given, shall be on terms that the Customer shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by the Seller as a result of any such cancellation or variation and to include any works undertaken by the Seller in respect of the Goods and or Services pursuant to the Contract.

2.7 A quotation given by a Seller shall not constitute an offer unless accepted by the Seller pursuant to clause 2.4.

2.8 The Seller reserves the right to withdraw or cancel any quotation without notice at any time prior to acceptance of the quotation and any quotation which has not been accepted within the period of time specified on the quotation shall be deemed to be withdrawn and where no period has been specified this period shall be for a maximum for 30 days from the date of such quotation.

2.9 Prices are quoted exclusive of VAT which shall be applied if applicable.

2.10 The Customer is responsible for removal of Goods in order for collection by the Seller for the purpose of the Contract unless expressly stated otherwise by the Seller, the Seller shall not be responsible for dismantling and or removal of the Goods from the Customer's premises. The Goods which are to be collected by the Seller shall be stored at the Customer's risk until collection by the Seller and or its agents and or couriers. Where the Customer delivers the Goods to the Seller this will be at the Customer's risk until receipt by the Seller.

3. DELIVERY

3.1 Delivery of Goods is completed upon completion of the earlier of:

(a) the collection of the Goods by the Customer from the Seller and or completion of the Services by the Seller and notification by the Seller of completion whether in writing, orally or otherwise to include conduct;

(b) The Seller loading the Goods onto a carrier engaged by the Customer for transportation to the Customer to such place as specified in the Order; and

(c) The Seller delivering the Goods to the Customer to such place as specified in the Order.

3.2 The Seller shall use its reasonable endeavours to deliver the Goods and or Services on any dates quoted for delivery ("**Delivery Dates**") though the Delivery Dates are estimates only and shall not be construed as fixed and the time of delivery is not of the essence.

3.3 If The Seller fails to deliver the Goods and or Services, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Goods and or Services of similar description and quality in the cheapest market available, less the price of the Goods and or Services. The Seller shall have no liability for any failure to deliver the Goods and or Services to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide The Seller with adequate delivery instructions and/or a safe environment in the Goods and or Services can be delivered and/or any other instructions that are relevant to the supply of the Goods and or Services.

3.4 The Seller reserves the right to deliver the Goods and or Services by instalments in all cases, and where delivery and or collection is by instalments (as a result of parts for such Goods and or Services not being readily available at the time), each part delivery shall be deemed to constitute a separate contract.

4. QUALITY

4.1 The Seller warrants that on delivery, and for a period of 12 months from the date of delivery all Goods and or Services supplied shall:

(a) conform in all material respects with any Specifications notified by the Seller;

(b) comply with all relevant statutes, laws, rules and regulations of all governmental and regulatory bodies; and

(c) be free from material defects in design, material.

4.2 Subject to Clause 4.3, the Seller shall, at its option, repair or replace the defective Goods and or Services, or refund the price of the defective Goods and or Services in full if:

(a) the Customer gives notice in writing to the Seller to whom the Order was placed with within a reasonable time of discovery that some or all of

the Goods and or Services do not comply with the warranty set out in Clause 4.1;

(b) the Seller is given a reasonable opportunity of examining such Goods and or Services; and

(c) where installation was not carried out by the Seller, the Customer returns such Goods and or Services to the place of business specified by the Seller to whom the Order was placed with at the Customer's cost.

4.3 The Seller shall not be liable for the Goods and or Services' failure to comply with the warranty set out in Clause 4.1 in any of the following events:

(a) the Customer makes any further use of such Goods and or Services after giving notice in accordance with Clause 4.2 where such further use may increase the cost of repair or where such further use is otherwise reasonably avoidable;

(b) the defect arises because the Customer failed to follow the Seller's oral or written instructions as to the storage, use and maintenance of the Goods and or Services or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of: any circumstances outside of the Seller's control, wilful damage, negligence, electrical damage, or abnormal storage or working conditions; or

(d) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.4 Except as provided in this Clause 4, the Seller shall have no liability to the Customer in respect of the Goods and or Services' failure to comply with the warranty set out in Clause 4.1 and The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.5 These Conditions shall apply to any repaired/replacement Goods and or Services supplied by the Seller.

4.6 The Seller shall supply the Goods and or Services to the Customer in accordance with the Specification in all material respects. The Seller reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement.

4.7 The Seller shall use all reasonable endeavours to meet any performance dates for the Goods and or Services specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Goods and or Services.

4.8 The Seller warrants to the Customer that the Goods and or Services will be provided using reasonable care and skill.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Customer on completion of delivery as specified in clause 3.

5.2 Title to the Goods shall not pass to the Customer until the Seller receives payment in full (in cash or cleared funds) for the Goods.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

(a) co-operate with the Seller in all matters relating to the Contract;

(b) provide for the Seller, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, data and other facilities as reasonably required during normal business hours (or such other hours as agreed) to carry out and deliver the Goods and or Services. Where the Customer requires the Seller to use or comply with specific facilities and or procedures, then such facilities and or procedures (including but not limited to security clearance, security passes, site-specific training, health and safety requirements and on-site car parking), should be made available to the Seller its agents, subcontractors, consultants and employees free of charge;

(c) provide to the Seller in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) reasonably required by the Seller in connection with the Services and or Goods and ensure that they are accurate and complete in all material respects;

(d) ensure that all the Customer's equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(f) keep all materials, equipment, documents and other property of the Seller ("**Materials**") at the Customer's premises in safe custody at its own risk, maintain the Materials in good condition until returned to the Seller, and not dispose of or use the Materials other than in accordance with written instructions or authorisation of the Seller;

(g) comply with any additional responsibilities of the Customer as set out in the relevant Specification;

(h) provide a safe and secure environment in which the Seller and/or any of its employees, consultants and/or contractors can work in when attending the Customers premises, including and not limited to providing suitable decontamination of the premises and equipment and ensuring social distancing procedures in operation are observed in accordance with Government guidelines and/or best practice from time to time.

6.2 If performance of the Seller's obligations under this Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation then, without prejudice to any other right or remedy it may have, the Seller shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer

6.3 The Customer will be liable to the Seller for negligence caused by the Customer and or the Customer's agents, employees and servants at all times.

7. PRICE AND PAYMENT

7.1 The whole of the price is due on the date on which the Seller gives notice to the Customer that the goods or goods to which the services apply are ready for despatch or failing such notice, on the day of delivery. Unless otherwise agreed, the Customer shall pay all invoices in full and in cleared funds within 30 days of the date of the invoice whereby the Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) and at all times with time being of the essence. Payment shall be made to the bank account nominated in writing by the Seller.

Terms and Conditions of Sale

7.2 If the Customer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England Base Lending Rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. So long as any payment due from the Customer to the Seller is outstanding, whether under the same contract or any other contract or transaction the Seller shall be entitled to withhold delivery of the goods (even if the property therein has passed to the Customer or they have been paid for), to exercise their lien on any goods.

7.3 The Seller reserves the right to suspend the supply of Goods or Services on 7 days' written notice where the Customer has failed to pay any amount due to the Seller as it falls due or where the Customer has exceeded its agreed credit limit until such overdue amounts and/or credit limit excess are settled by the Customer to the Seller's satisfaction.

7.4 Notwithstanding anything else the Seller can invoice the Customer in advance of delivery where the Seller has carried out the works for Goods and or Services (in whole or in part) and in the Seller's opinion there will be a delay and or a period before installation of the Goods and or completion of the Services which the Seller regards as being too long and anything longer than 21 days shall be deemed to be too long then the Seller can bill on account of such Goods and or Services and the Customer shall not object to the same.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 If an Order includes software or other intellectual property, then such software or other intellectual property is provided by the Seller to the Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property.

8.2 Where Goods are subject to third party intellectual property rights the Customer shall not do anything to infringe such rights.

8.3 Where the Seller installing monitoring equipment and or devices of any kind to Goods and or Services belonging to the Customer, then the Customer irrevocably and unconditionally agrees to grant the Seller the non-exclusive licence to review and monitor such device and extract information from such device whether for the benefit of the Customer or otherwise.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a reasonable period after receipt of notice in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

v.16th September 2024

(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without limiting its other rights or remedies, the Seller may suspend the supply of Goods and or Services or all further deliveries of the Goods and or Services under the Contract or any other contract between the Customer and the Seller if the Customer becomes subject to any of the events listed in clause 9.1(a) to clause 9.1(d), or the Seller reasonably believes that the Customer is about to become subject to any of them.

9.3 On termination of the Contract by the Seller, the Customer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and shall return any Goods which have not been fully paid for. If the Customer fails to do so, then the Seller may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

9.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

10.2 Subject to clause 10.1:

(a) the Seller shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Seller's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed (i) in respect of any loss which is met by the Seller's insurance company (excluding excess) under any relevant policy held by the Seller or (ii) in respect of any other loss, an amount equal to 100% of the price of the Goods and/or Services paid and or payable by the Customer under the Contract.

10.3 The Customer agrees not to make any statement about the Goods and or Services or about the Seller to the world at large without giving the Seller at least 7 days' notice of the same and of complying with any reasonable request made by the Seller or on the Seller's behalf within a reasonable period.

11. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for one month, the party

not affected may terminate this Contract by giving 14 days' written notice to the affected party.

12. GENERAL

12.1 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

12.2 Entire agreement.

(a) This Contract constitutes the entire agreement between Seller and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter save as otherwise provided under clause 2.1 .

(b) Each of Seller and the Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

12.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 Waiver. No failure or delay by Seller or the Customer to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.6 Data Protection the Seller will handle all personal data in accordance with its privacy policy which is available on request from the Company.

12.7 Third party rights. No one other than the Seller and the Customer shall have any right to enforce any of its terms.

12.8 Governing law and Jurisdiction. The Contract, and any dispute or claim (including non-contractual) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual) arising out of or in connection with this Contract or its subject matter or formation.