INTELISYS LIMITED PRODUCT SUPPLY CONDITIONS AND LICENCE

These conditions ("these Conditions") apply to every contract ("the Contract") between Intelisys Limited ("the Supplier") and any person, entity or company ("the Purchaser") that places an order with the Supplier for:

a) the manufacture and/or supply of equipment, machinery or other non-consumable components ("the Non-Consumables") and/or batteries and other consumable items ("the Consumables") (together, "the Equipment");

b) programs, media and user documentation ("the Software"), which may include firmware permanently resident on the Equipment ("Resident Software"); and/or

c) installation, commissioning or related site services ("Installation Services").

The Equipment, the Software and any Installation Services are together referred to as "the Supply".

These Conditions apply only where the Purchaser is acting in the course of a business. The Supplier does not contract with consumers on these Conditions.

The Supplier's Clamnet data platform service is supplied under the Supplier's separate Clamnet Web Portal Terms and SLA (QDOC-013) and not under these Conditions. Where an order includes both, each set of terms governs its own part of the order.

Where the Purchaser is a reseller, it shall ensure that its contract with each of its own customers ("End User") contains terms that protect the Supplier at least as fully as clauses 6, 10, 11, 12 and 17 of these Conditions, and shall indemnify the Supplier against any loss, liability or costs the Supplier incurs as a result of the reseller's failure to do so.

1. Orders and Contract

a) Orders shall be made in writing. An order is accepted only when the Supplier issues its written acceptance ("Order Acknowledgement") or, if earlier, when the Supplier delivers the Supply. An acknowledgement of receipt of an order is not an acceptance.

b) The Supplier may discontinue or add any products from or to its product line and may modify its products and their specification or design. The Supplier shall not be liable for doing so, or for any similar act of its suppliers.

c) An accepted order may only be cancelled or varied with the Supplier's prior written consent and subject to clause 14.

d) Where the Supply has a custom application, an application specification may be required. In that case the Supplier shall inform the Purchaser, and the application specification will be developed by the Supplier in consultation with the Purchaser and agreed in writing as part of the Supply.

e) Acceptance of delivery of the Supply by or on behalf of the Purchaser shall in any event constitute acceptance by the Purchaser of these Conditions.

f) These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, including any terms on or referred to in the Purchaser's order, unless a variation is agreed in accordance with clause 21.

2. Prices

a) Unless otherwise stated in the Order Acknowledgement, prices for the Supply do not include:

(i) Value Added Tax or other sales tax, or customs duty;

(ii) packaging, delivery or Installation Services; or

(iii) training in the use, installation and maintenance of the Supply.

b) Prices for the Supply shall be the prices set out in the Order Acknowledgement or, where none are stated, in the Supplier's published price list current at the date of the order.

3. Delivery

a) Within the United Kingdom. The Supplier will deliver the Supply to any address in the United Kingdom specified by the Purchaser.

b) Outside the United Kingdom. The Supplier will make the Supply available EXW (the Supplier's premises) in accordance with Incoterms 2020. At the Purchaser's request and cost, and subject to clause 4, the Supplier will act as the Purchaser's agent and arrange:

(i) shipment of the Supply to the destination outside the United Kingdom specified by the Purchaser; and

(ii) such insurance as the Supplier and the Purchaser agree.

The Purchaser shall be responsible for any freight charges, duties, taxes or levies incurred in carrying out the Purchaser's request under this clause 3(b).

c) Time of delivery. The Supplier shall use all reasonable efforts to deliver the Supply in accordance with the times specified but shall not be liable for any loss or damage (whether direct or indirect) arising from late delivery. Time of delivery is not of the essence. The Purchaser shall not be entitled to cancel the order because the Supplier fails to deliver, or to make the Supply ready for collection, on the delivery date specified or on any date within the period of three months after it.

d) The Supplier may deliver by instalments and invoice each instalment separately. Each invoice shall be payable in accordance with clause 8, and clause 3(c) applies to each instalment.

4. Export Control

Where the Supply is for delivery or use outside the United Kingdom, the Purchaser shall at its own expense (but with reasonable assistance from the Supplier) obtain all necessary export and import licences and authorisations.

5. Risk and Title in Respect of Equipment

a) Risk of loss, damage or destruction of each item of the Equipment will pass to the Purchaser when it leaves the Supplier's premises.

b) Title to the Equipment will pass to the Purchaser on payment in full, in cleared funds, of all sums payable to the Supplier in respect of the Supply.

c) Until title passes, the Purchaser shall:

(i) hold the Equipment as the Supplier's bailee;

(ii) store the Equipment separately from other goods so that it remains readily identifiable as the Supplier's property;

(iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

(iv) keep the Equipment insured against all risks for its full price; and

(v) notify the Supplier immediately if any of the events in clause 14(a) occurs.

d) The Purchaser may resell or use the Equipment in the ordinary course of its business before title passes, but this right ends immediately if any of the events in clause 14(a) occurs.

e) If, before title passes, any payment is overdue or any of the events in clause 14(a) occurs, the Supplier may require the Purchaser to deliver up the Equipment and, if the Purchaser fails to do so promptly, may enter any premises of the Purchaser, or of any third party where the Equipment is stored, to recover it. The Purchaser grants, and shall procure that any such third party grants, the Supplier an irrevocable licence to do so.

6. Licence of Software

a) Subject to payment for the Supply, the Purchaser shall have a non-exclusive, non-transferable licence to use the Software for its own internal business purposes. The Purchaser shall only use the Resident Software on the Equipment on which it is installed.

b) The Purchaser shall not copy or reproduce the Software in whole or in part, except to make one back-up copy of the Software (excluding any Resident Software), which shall be held on the terms of this licence. The Purchaser shall not modify, decompile or reverse engineer the Software except to the minimum extent permitted by law, and shall not sub-license the Software.

c) All intellectual property rights in the Software remain at all times vested absolutely in the Supplier or its licensors. The Purchaser shall at all times hold and use the Software, and all information and know-how relating to it, in confidence and, except as expressly permitted in these Conditions, shall not use any concept contained in it for its own or any third party's benefit. This does not apply to information that has become public knowledge other than through the fault of the Purchaser, its employees or agents, or to information lawfully acquired from a third party.

7. Loss or Damage in Transit

a) Inspection. The Purchaser shall examine the Supply on delivery for any obvious damage or shortage.

b) Damage and short delivery. Any claim that the Supply is damaged or short delivered must be notified in writing to both the Supplier and the carrier within three days of delivery. Any other claim that the Supply does not conform with the despatch note must be notified in writing to the Supplier within seven days of delivery.

c) Non-delivery shall be reported in writing to both the Supplier and the carrier:

(i) where the Supply is for eventual delivery within the United Kingdom, within 14 days of the date of the despatch note; and

(ii) where the Supply is for eventual delivery outside the United Kingdom, within 14 days of the date of the despatch note or, where the Purchaser has asked the Supplier to arrange shipping and insurance under clause 3(b), within 14 days of the scheduled arrival date at the port of arrival at the destination.

d) Failure to claim. If the Purchaser fails to give notice in accordance with this clause 7, the Supply shall be deemed to have been delivered free of damage or shortage and otherwise in accordance with the despatch note, and the Purchaser shall be bound to pay for it.

8. Payment

a) Where the Supply is for delivery in the United Kingdom, payment is due in cleared sterling funds 30 days from the date of invoice, which shall be raised on despatch unless otherwise agreed. Where the Supply is for delivery

outside the United Kingdom, the Supply will not be despatched until payment has been received in full unless otherwise agreed.

b) Without limiting any other right or remedy of the Supplier, if the Purchaser fails to make any payment due under the Contract by the due date, the Supplier may charge interest and fixed-sum compensation on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

c) Neither party shall be entitled to set off, deduct or withhold monies owed to the other party under the Contract except as required by law.

d) If any payment is overdue, the Supplier may, without liability to the Purchaser, suspend further deliveries and Installation Services under the Contract or any other contract with the Purchaser until the overdue amount has been paid in full.

9. Force Majeure

If the manufacture, delivery or installation of the Supply is prevented or delayed by industrial dispute or any act or circumstance beyond the Supplier's reasonable control, the Supplier may, without incurring liability to the Purchaser, suspend the Contract and, after at least six months' suspension, terminate it.

10. Purchaser Obligations

a) The Purchaser shall, as a necessary prerequisite of the performance of the Contract, carry out any responsibilities and obligations set out in the Order Acknowledgement.

b) The Purchaser shall ensure that the Supply is used in accordance with any relevant written information, instructions or advice that the Supplier makes available to the Purchaser ("the Documentation").

c) The Purchaser shall take any measures specified by the Supplier before final delivery of the Supply as necessary to comply with the Supplier's specifications in respect of:

(i) using the Supply in accordance with its instructions and in a safe manner, including only using the Supply in an environment in which it is safe to do so;

(ii) the education, training and skills necessary for the safe use of the Supply by the Purchaser and others;

(iii) the security measures applicable to control access to, and use of, the Supply; and

(iv) any safety warning given in relation to the Supply, including any obligation to update to a new release of software where required in order to continue to use the Supply safely.

d) The Purchaser acknowledges that the Supply, or any part of it, is not intended to be primarily relied upon in or in connection with any safety-related environment. The Purchaser has sole responsibility for, and warrants and represents to the Supplier that it has and shall at all times maintain, sufficient safety precautions, safeguards and protections independent of the Supply.

e) The Purchaser is solely responsible for the decisions it makes, and for any actions it takes or does not take, using data, readings, alerts or reports produced by the Supply, and for checking that such data is complete and accurate before relying on it.

f) The Purchaser shall indemnify and keep the Supplier fully indemnified, during the Contract and afterwards, against all actions, proceedings, claims, demands, loss, damage, costs and expenses (including legal fees on a full indemnity basis) brought, made or awarded against, or settled by, the Supplier, whether arising directly or indirectly in contract, negligence or any other tort, under statute, by way of indemnity or otherwise, in relation to: (i) loss of or damage to physical property owned by the employees, contractors or agents of the Purchaser or by any third party; or (ii) death or personal injury of the Purchaser's employees, contractors or agents, their employees, or any third party, in each case arising out of or in connection with the use, non-use or failure of the Supply, except to the extent caused by the Supplier's negligence.

g) The Purchaser shall indemnify the Supplier against any liability for defects caused by any change to, addition to or removal of any hardware, software or other part of the Supply ("Modifications") by anyone other than the Supplier, unless the Modifications were approved in advance in writing by the Supplier (such approval not to be unreasonably withheld or delayed). The Purchaser shall pay all reasonable costs incurred by the Supplier in considering any such Modifications within 30 days of the date of the Supplier's invoice for those costs.

10A. Installation Services

a) Where the Order Acknowledgement includes Installation Services, the Supplier shall perform them with reasonable skill and care.

b) The Purchaser shall, at its own cost:

(i) provide the Supplier with safe and timely access to each site and installation location, together with any permits, permissions and approvals required for the Supplier to carry out the work;

(ii) provide accurate and complete information about each site and its network assets, including any known hazards;

(iii) ensure that each site is safe and complies with applicable health and safety law; and

(iv) carry out any operation of its own network assets that is required for the work, unless the Order Acknowledgement states otherwise.

c) The Supplier shall not be liable for any delay or failure caused by the Purchaser's failure to comply with clause 10A(b). The Purchaser shall pay the Supplier's reasonable additional charges, at its then current rates, for any aborted or extended site visit resulting from such failure.

d) Any claim that Installation Services were not performed in accordance with clause 10A(a) must be made in accordance with clause 11(d) within twelve months of completion of the Installation Services. The Supplier's sole obligation in respect of such a claim shall be to re-perform the relevant Installation Services.

11. Warranties and Liability

a) Specifications. The Supplier warrants that the Supply (including the Software) substantially complies with its specification as set out in the Supplier's technical data sheets for the products (except where changes are required to ensure compliance with applicable law or regulatory standards), but otherwise reserves the right to improve or alter the Supply without reference to the Purchaser.

b) Materials and workmanship. Subject to clause 11(d), the Supplier warrants that the Non-Consumables manufactured by the Supplier are free from defects in materials and workmanship, provided that this warranty does not cover:

(i) any part of the Non-Consumables that has been manufactured or modified by a third party, although the Supplier will, where permitted, pass on to the Purchaser the benefit of any warranty or guarantee given by that third party;

(ii) damage arising through accident, failure to fit replacement parts provided by the Supplier, misuse (including, without limitation, use outside the relevant specification) or unauthorised repair;

(iii) any failure by the Purchaser to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Non-Consumables or (if there are none) good trade practice;

(iv) any defect arising from fair wear and tear, wilful damage, negligence or abnormal working conditions; or

(v) any defect arising from the Supplier following any drawing or design supplied by the Purchaser.

Appendix A sets out how this clause 11(b) applies to water ingress and moisture exposure.

c) Consumables. The Supplier gives no warranty in respect of the Consumables (including batteries), but will, where permitted, pass on to the Purchaser the benefit of any warranty given by their manufacturer.

d) Warranty claims. Any claim under clause 11(a), 11(b) or 10A(d) must be made by the Purchaser in writing and received by the Supplier within twelve months of the date of delivery of the Supply (or, for Installation Services, of their completion). On receipt of a claim, the Supplier shall be entitled to inspect the Supply and shall direct the Purchaser either:

(i) to return the Supply or the relevant parts (carriage and insurance paid) to the Supplier;

(ii) to receive the Supplier's engineer at the place where the Supply is installed, in which case the engineer's reasonable travel and accommodation expenses shall be for the Purchaser's account; or

(iii) to comply with the Supplier's reasonable requests for testing and remedying defects in the Supply by email or other appropriate means.

Where the Supplier is satisfied that a claim falls within the relevant warranty, the Supplier's entire liability shall be, at its sole option, to repair or replace free of charge any materially defective part of the Supply or, for Installation Services, to re-perform them.

e) Liability that cannot be limited. Nothing in these Conditions limits or excludes the Supplier's liability for:

(i) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

(ii) fraud or fraudulent misrepresentation;

(iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

(iv) defective products under the Consumer Protection Act 1987; or

(v) any other liability that cannot lawfully be limited or excluded.

f) Excluded losses. Subject to clause 11(e), the Supplier shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

(i) loss of profit, revenue, business, contracts, goodwill or anticipated savings;

(ii) loss, corruption, inaccuracy, delay or unavailability of data, or any reading, measurement, alert or report that is not produced, not received or inaccurate;

(iii) loss arising from decisions made, or actions taken or not taken, by the Purchaser or any third party on the basis of data produced by the Supply;

(iv) fines or penalties, or costs of any regulatory investigation or enforcement action; or

(v) indirect, consequential, incidental, special or exemplary loss or damage,

in each case arising out of or in connection with the Contract.

g) Limit of liability. Subject to clauses 11(e) and 11(f), the Supplier's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed:

(i) in respect of physical damage to tangible property, £1 million for any one incident or series of incidents arising from the same cause; and

(ii) in respect of all other liability, the lower of the price of the Supply under the Contract and £100,000.

h) Except as expressly provided in clauses 10A and 11(a) to 11(d), and subject to clause 11(e), all terms, conditions and warranties, statutory or otherwise, relating to the Supply (including as to satisfactory quality and fitness for any purpose) are excluded from the Contract to the maximum extent permitted by law, including in respect of any repaired or replaced Equipment or Software.

i) The Purchaser acknowledges that the price of the Supply reflects the allocation of risk in this clause 11, and that it is responsible for insuring against any loss for which the Supplier's liability is excluded or limited.

j) Non-defective items approved for return must be returned to the Supplier at the Purchaser's cost. The Supplier reserves the right to charge a handling fee of twenty per cent (20%) of the price of such items, subject to a minimum fee of £25.

k) Where the Supplier carries out work on, or replaces, any part of the Supply in the belief that the work is required for a reason covered by the warranties in clause 11(a) or 11(b), and it is later found that the cause is not covered by those warranties, the Supplier shall be entitled to charge the Purchaser in full for the replacement or the work, at the Supplier's then current rates for labour and materials. The Purchaser shall pay that charge, together with VAT at the applicable rate, immediately on demand.

12. Infringement

a) The Supplier shall indemnify the Purchaser against all claims, proceedings, damages, costs and expenses arising from infringement, by the use of the Supply, of any patent, trademark, copyright or other intellectual property right of a third party effective in the United Kingdom at the date of the Order Acknowledgement, provided that this indemnity shall not apply if the Supply or any part of it is used other than as permitted under the Contract.

b) If any claim is made or action brought against the Purchaser arising out of the matters referred to in this clause 12, the Purchaser shall promptly inform the Supplier, and the Supplier may at its own expense and discretion conduct all negotiations to settle the claim and any resulting litigation. Unless and until the Supplier has failed within a reasonable time to take over the conduct of the negotiations or litigation, the Purchaser shall not make any admission that might be prejudicial thereto.

c) If the Supply or any part of it becomes, or is likely to become, the subject of a claim of infringement of any patent, trademark, copyright or other intellectual property right, the Supplier shall, at its discretion and expense, either procure for the Purchaser the right to continue to use the Supply or modify the Supply so that it no longer infringes. If neither option is made available and the Purchaser must stop using the Supply, the Purchaser's exclusive remedy shall be a refund from the Supplier of all sums paid for the affected Supply.

d) The foregoing states the entire liability and exclusive remedy of each party with respect to infringement of any patent, trademark, copyright or other intellectual property right by use of the Supply, and is subject to clause 11(g).

13. Assignment

The Purchaser may not assign or transfer the Contract without the Supplier's prior written consent. The Contract is between the Supplier and the Purchaser as principals. The Supplier may, without consent (but without reducing its obligations under the Contract), assign or subcontract all or any part of its rights and obligations under the Contract.

14. Termination and Variation

a) The Supplier may terminate the Contract immediately by written notice to the Purchaser, without liability to the Purchaser and without prejudice to any rights the Supplier has accrued up to the date of termination, if the Purchaser: (i) becomes insolvent, enters into administration, liquidation, receivership or any arrangement with its creditors, or ceases or threatens to cease trading; or (ii) fails to pay any sum when due or commits any other material breach of the Contract.

b) If the Purchaser terminates the Contract for any reason other than those listed in clause 14(a), a cancellation charge of 10% of the total contract value shall apply, subject to a minimum charge of £250. The cancellation charge is exclusive of VAT.

c) Any variation to an order requested by the Purchaser and accepted by the Supplier shall entitle the Supplier to make an appropriate change to prices and delivery times, which shall bind the Purchaser. The Supplier shall notify the Purchaser of the varied price and delivery time as soon as practicable.

15. Waiver and Severance

No delay, neglect or forbearance by either party in enforcing any term of the Contract against the other shall be, or be deemed to be, a waiver or in any way prejudice any right of that party under the Contract. If any provision of the Contract is held to be invalid, that provision shall be struck out and the remainder of the Contract shall remain in effect.

16. Confidentiality

a) Each party shall keep confidential the confidential information of the other party, shall use it only for the purposes of the Contract, and shall not publish or otherwise disclose it to any third party.

b) Clause 16(a) does not apply to information that: (i) is or becomes public knowledge other than through a breach of this clause; (ii) was lawfully in the receiving party's possession before it was disclosed; (iii) is lawfully received from a third party without restriction; or (iv) must be disclosed by law or by any court or regulatory authority.

c) This clause 16 shall continue to apply after the Contract ends.

16A. Data Protection

Each party shall comply with its obligations under applicable data protection law, including the UK GDPR and the Data Protection Act 2018, in connection with the Contract. Where the Supplier processes personal data on the Purchaser's behalf through the Clamnet data platform service, the data processing provisions of the Clamnet Web Portal Terms and SLA shall apply.

17. Protection of Intellectual Property

a) The rights in intellectual property (including trademarks, trade names, know-how, copyrights, design rights, patents and all other proprietary intellectual property rights) arising out of or existing in or upon the Supply or the Documentation, or arising out of the performance of the Contract by the Supplier ("Intellectual Property Rights"), and all goodwill relating to them, are and remain the property of the Supplier.

b) The Purchaser shall not cause or permit anything that may damage or endanger the Intellectual Property Rights or the Supplier's title to them, nor assist others to do so, and shall keep confidential, both during the Contract and at all times afterwards, all confidential information relating to the Supplier, the Supply and the Intellectual Property Rights.

c) The Purchaser shall promptly notify the Supplier of any suspected infringement of the Intellectual Property Rights of which it becomes aware.

d) The Purchaser shall not tamper with any markings, nameplates or other indications of the source or origin of the Supply placed on it by the Supplier.

e) Where a licence of any Intellectual Property Right is required for the ordinary use of the Supply by the Purchaser, the Supplier licenses the Purchaser to use that right on a non-exclusive basis to the extent necessary for such use. This licence shall automatically be revoked if payment due from the Purchaser is not made in accordance with clause 8.

18. Third Party Rights

Nothing in the Contract confers, or purports to confer, on any third party any benefit or right to enforce any term of the Contract, and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

19. Notices

Notices under the Contract must be in writing and may be delivered by hand, sent by post, or sent by email to the address of the relevant party set out in the Order Acknowledgement or otherwise notified in writing.

20. No Partnership

Nothing in the Contract is intended to, or shall be deemed to, create a partnership or joint venture of any kind between the parties, or (except as provided in clause 3(b)) make either party the agent of the other for any purpose. Neither party has authority to act as agent for, or to bind, the other party in any way.

21. Entire Agreement, Variation and Governing Law

a) These Conditions apply to the exclusion of any of the Purchaser's terms and conditions.

b) No variation of or addition to the Contract or these Conditions shall be effective unless it is in writing and signed by a director of the Supplier.

c) Without prejudice to either party's liability for fraudulent misrepresentation made to the other before the date of the Contract, the Contract forms the entire agreement between the Supplier and the Purchaser with respect to its subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating to it.

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

Appendix A

Ingress Protection and Water Exposure

1. This Appendix applies to any Equipment that the Supplier's technical data sheet states has an ingress protection (IP) rating ("Rated Equipment"). It applies notwithstanding clauses 11(a) and 11(b).

2. Unless its technical data sheet states otherwise, Rated Equipment is rated to IP68, having been tested to withstand immersion in water to a depth of one (1) metre for a maximum of sixty (60) minutes under controlled laboratory conditions. This rating shall not be construed as a representation or warranty of suitability for continuous or repeated submersion, pressurised water exposure, or any environmental conditions other than those expressly stated.

3. Rated Equipment requires the Purchaser to remove the lid in order to install batteries. The Supplier has no control over the conditions in which the lid is removed or replaced, including (without limitation) the cleanliness of sealing surfaces, the integrity or placement of gaskets, or the tightening of fasteners.

4. The field conditions in which Rated Equipment may be deployed, including chambers that may flood and drain repeatedly between visits, are inherently variable and beyond the Supplier's control or visibility, and neither the sealing of the lid nor the duration or depth of any submersion can be verified after the event. Accordingly, to the fullest extent permitted by law, the Supplier shall accept no liability for any internal damage, malfunction, deterioration or failure of Rated Equipment resulting from, or in any way connected with, water ingress, condensation or other forms of moisture exposure, whether direct or consequential, and whether arising in contract, tort (including negligence) or otherwise, regardless of the Rated Equipment's stated ingress protection rating.

5. Nothing in this Appendix limits or excludes any liability referred to in clause 11(e), including liability for death or personal injury resulting from the Supplier's negligence, or for fraud or fraudulent misrepresentation.