

THE BLOOMFIELD GROUP

TERMS & CONDITIONS - SUPPLY &/or MAINTENANCE &/or MONITORING

A INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions.
- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The schedules to this agreement form part of (and are incorporated into) this agreement.

B AGREED EXPRESSIONS

Client:	the person, firm or company who purchases Equipment and/or Services from the Company.
Company:	The Bloomfield Group Limited, Company No. 06267835 whose registered office is at Trigate Business Centre, 210 – 222 Hagley Road West, Quinton, Birmingham, West Midlands, B68 0NP
Associated Entities:	SDC Installations Limited (SDCI), Company No.08095190, and Remote Management and Security Limited (REMAS), Company No.3824101, and REMAS Global Monitoring LLP (RGM), Company No. OC345430.
Client's Equipment:	any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.
Company's Equipment:	any equipment, including tools, systems, cabling or facilities, provided and owned by the Company or its subcontractor and which is used directly or indirectly in the supply of the Services.
Contract:	the agreement arising from the effective acceptance of a quotation for the supply and/or installation of Equipment and/or the provision of Maintenance Services and/or Monitoring Services by the Company to the Client under these terms.
Deliverables:	all Documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Equipment and/or Services in any form, including data, reports and specifications and any other deliverables specified in the Contract.
Document:	includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
Equipment:	any equipment peripherals and related materials agreed in the Contract to be supplied and/or installed and the title to which is to pass to the Client from the Company (including any part or parts of them).
Intellectual Property Rights:	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get- up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Maintained Equipment:	any Equipment, Client's Equipment and/or Company's Equipment to be maintained in the course of providing any Maintenance Services.
Maintenance Services:	any Services to be provided by the Company under the Contract for the maintenance of Maintained Equipment.
Monitoring Equipment:	any Equipment, Client's Equipment and/or Company's Equipment to be used in the course of providing any Monitoring Services.
Monitoring Services:	any Services to be provided by the Company under the Contract for the monitoring of the Client's Site.

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Pre-existing Materials:	all Documents, information and materials provided by the Company relating to the Services which existed prior to the commencement of the Contract.
Services:	the services to be provided by the Company under the Contract as set out in the Contract together with any other services which the Company provides or agrees to provide to the Client, including Maintenance Services and Monitoring Services where applicable.
Services Fee:	the charges to the Client for provision by the Company of the Services as set out in the Contract.
Site/s:	means the location/s at and for which the Company shall provide Maintenance Services and/or Monitoring Services.
VAT:	value added tax chargeable under English law for the time being and any similar additional tax.

C SPECIFIC TERMS

1. Application of TERMS

These terms and conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document/s supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2. Commencement and Duration (Services)

Subject to condition 14, the Services supplied under the Contract shall continue to be supplied for the duration of the contracted period being not less than 12 months and, after that, shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than 3 months' notice.

3. Description

- 3.1 The quantity and description of the Equipment shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2 No samples, descriptive matter, illustrations and advertising issued by the Company shall form part of the Contract.

4. Delivery

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Equipment shall take place at the Client's place of business.
- 4.2 Any dates specified by the Company for delivery of the Equipment are intended to be an estimate and time for delivery shall not be made of the essence by notice.

5. Risk/Title

- 5.1 The Equipment is at the risk of the Client from the time of delivery.
- 5.2 Ownership of the Equipment shall not pass to the Client until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Equipment and all other sums which are or which become due to the Company from the Client on any account.
- 5.3 Until ownership of the Equipment has passed to the Client, the Client shall:
 - 5.3.1 hold the Equipment on a fiduciary basis as the Company's bailee;
 - 5.3.2 store the Equipment (at no cost to the Company) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as the Company's property;
 - 5.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and maintain the Equipment in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company and on request produce the policy of insurance to the Company.
- 5.4 The Client grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Equipment are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 5.5 Where the Company is unable to determine whether any Equipment are the goods in respect of which the Client's right to possession has terminated, the Client shall be deemed to have sold all goods of the kind sold by the Supplier to the Client in the order in which they were invoiced to the Client.
- 5.6 On termination of the Contract, howsoever caused, the Company's (but not the Client's) rights contained in this condition 7 shall remain in effect.

6. Company's Obligations

- 6.1 The Company shall install and configure and commission the Equipment as provided under the Contract.
- 6.2 The Company shall use reasonable endeavours to:
 - 6.2.1 provide the Services, and the Deliverables to the Client, in accordance in all material respects with the Contract;
 - 6.2.2 meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services;
 - 6.2.3 observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it provided that it shall not be

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liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

- 6.2.4 ensure it does not:
 - 6.2.4.1 create any unsafe or hazardous conditions at the Sites;
 - 6.2.4.2 interfere materially with or impair the operation of HVAC systems, lighting, electrical infrastructure, plumbing, fire protection systems, safety systems or security systems at the Sites.

7 Maintenance Services

- 7.1 Maintenance Services shall be deemed to include the following:
 - 7.1.1 Initial configuration and/or commissioning of Maintained Equipment;
 - 7.1.2 Repair of faults in Maintained Equipment;
 - 7.1.3 Supply of maintenance history for all Maintained Equipment;
 - 7.1.4 Preventative maintenance for all Maintained Equipment to take place at the times and frequency provided in the Contract, such maintenance to include (but not be limited to) testing, cleaning and adjustment; and
 - 7.1.5 Corrective maintenance where required, such maintenance to include (but not be limited to) the repair and replacement of parts as may be deemed necessary by the Company.
 - 7.1.6 Where the Company in its reasonable opinion deems any part of the maintained equipment to be obsolete, the Company will issue a quotation to the client for an equivalent replacement to be paid for by the client.
- 7.2 The Company shall use its reasonable endeavours to provide the Maintenance Services in a timely manner and in accordance with prevailing best practices in the industry.
- 7.3 This Agreement shall not be deemed automatically to cover any additional Equipment that the Client may purchase during the Term.
- 7.4 Extension of the Maintenance Services to cover such new Equipment shall occur only by agreement between the Parties and may result in an increase in the Service Fee, such increase being at the discretion of the Company.
- 7.5 The Company shall use its reasonable endeavours to ensure that it does not:
 - 7.5.1 Create any unsafe or hazardous conditions at the Sites;
 - 7.5.2 Materially interfere with or impair the operation of HVAC systems, lighting, electrical infrastructure, plumbing, fire protection systems, safety systems or security systems at the Sites.

8 Monitoring Services

- 8.1 Monitoring Services shall be delivered subject to the Remote CCTV and Alarm Monitoring Terms & Conditions, which are in a separate document.
- 8.2 This Agreement shall not be deemed automatically to cover any additional Equipment that the Client may purchase during the Term.
- 8.3 Extension of Monitoring Services to cover such new Equipment shall occur only by agreement between the Parties and may result in an increase in the Service Fee, such increase being at the discretion of the Company.
- 8.4 The Company shall use its best and reasonable endeavours to ensure that it does not:
 - 8.4.1 Create any unsafe or hazardous conditions at the Sites;
 - 8.4.2 Materially interfere with or impair the operation of HVAC systems, lighting, electrical infrastructure, plumbing, fire protection systems, safety systems or security systems at the Sites.

9 Quality

- 9.1 The Company warrants that (subject to the other provisions of these conditions) on delivery the Equipment shall:
 - 9.1.1 be of satisfactory quality within the meaning of the Sale of Equipment Act 1979; and
 - 9.1.2 be reasonably fit for purpose.
- 9.2 The Company shall not be liable for a breach of any of the warranties in condition 9 if:
 - 9.2.1 the defect arises because the Client failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
 - 9.2.2 the Client alters or repairs such Equipment without the written consent of the Company.
- 9.3 Subject to conditions 9.2.1 and 9.2.2, if any of the Equipment does not conform with any of the warranties in condition 9.1 the Company shall at its option repair or replace such Equipment (or the defective part) or refund the price of such Equipment at the pro rata Contract rate provided that, if the Company so requests, the Client shall, at the Company's expense, return the Equipment or the part of such Equipment which is defective to the Company.
- 9.4 If the Company complies with condition 9.3 it shall have no further liability for a breach of any of the warranties in condition 9.1 in respect of such Goods.

10 Client's Obligations

- 10.1 The Client shall be entirely responsible for the preparation and installation of any infrastructure necessary to install Maintained Equipment (including but not limited to any fused spurs) and/or Monitored Equipment prior to any agreed date for its installation and time shall be of the essence for this purpose.
- 10.2 In the event of any delay by the Client in complying with its obligations under 10.1 above (and in addition to and not in substitution for any payment or damages otherwise payable under these terms for any failure on the part of the Client to take delivery of any Maintained Equipment and/or Monitored Equipment on the due date):
 - 10.2.1 The Company shall (at the sole risk and expense of the Client) be entitled to store and insure all or any Maintained Equipment and/or Monitored Equipment in its possession or control for its full replacement value against all usual risks for such period of time as the Company shall (acting reasonably) in its sole discretion see fit until the infrastructure is (in the reasonable opinion of the Company) ready for Maintained Equipment and/or Monitored Equipment to be installed.
 - 10.2.2 The Client shall on or before delivery and/or installation of Maintained Equipment and/or Monitored Equipment pay to and/or as appropriate indemnify the Company from and against:

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- 10.2.2.1 any reasonable costs of storage and insurance incurred by it.
- 10.2.2.2 the invoiced or agreed value of any Services already provided by the Company and/or of any Maintained Equipment and/or Monitored Equipment stored and insured by it in each case under condition.
- 10.3 The Client shall co-operate with the Company in all matters relating to the Services including but not limited to allowing the Company immediate and unfettered access to the Company's Equipment to enable the Company to provide Maintenance Services at all times specified under the Contract and whether or not specific order numbers relating to any particular Maintenance Services have been issued and/or notified to the Company by the Client and keep, maintain and insure the Company's Equipment in good condition and in accordance with the Company's instructions as notified in writing from time to time.

11 Price Charges and Payment

- 11.1 Unless otherwise agreed by the Company in writing, the price for the Equipment shall be the price set out in the Contract.
- 11.2 In consideration of the provision of the Services by the Company, the Client shall pay the Services Fee for which the Company shall invoice the Client plus VAT, which the Company shall add to its invoices at the appropriate rate.
- 11.3 The Client shall pay each invoice submitted to it by the Company:
 - 11.3.1 for Equipment within 5 working days of the date the Equipment is delivered or deemed to be delivered or by the date or dates stipulated in the Contract whichever shall be the earlier;
 - 11.3.2 for Services (including Maintenance Services) within 10 working days of receipt of each invoice.
- 11.4 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company on the due date, the Company may:
 - 11.4.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Royal Bank of Scotland PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand;
 - 11.4.2 claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 11.4.3 suspend all Services until payment has been made in full.
- 11.5 Time for payment shall be of the essence of the Contract.
- 11.6 No payment shall be deemed to have been received until the Company has received cleared funds.
- 11.7 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision.
- 11.8 The Company may, without prejudice to any other rights it may have, set off any liability of the Client to the Company against any liability of the Company to the Client.

12 Intellectual property rights

- 12.1 As between the Client and the Company, all Intellectual Property Rights and all other rights in the Equipment [and/or] Company's Equipment and any Deliverables and any Pre-existing Materials shall be owned by the Company.
- 12.2 Subject to condition 12.1 the Company licenses all Intellectual Property Rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Equipment and/or Company's Equipment and any Deliverables and any Pre-existing Materials.
- 12.3 If the Contract terminates, the license granted in condition 12.1 shall automatically terminate.

13 Confidentiality and the Company's Property

The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Client may obtain.

14 Limitation of liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 14.1 This condition 14 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:
 - 14.1.1 any breach of the Contract;
 - 14.1.2 any use made by the Client of the Equipment, Company's Equipment, Services, Deliverables or any part of them; and
 - 14.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract
- 14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and that the Client's other statutory rights as a consumer (if applicable) are not affected.
- 14.3 Nothing in these Conditions limits or excludes the liability of the Company:
 - 14.3.1 for death or personal injury resulting from negligence; or
 - 14.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company; or
 - 14.3.3 under section 2(3), Consumer Protection Act 1987; or
 - 14.3.4 for any liability incurred by the Client as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Equipment and Services Act 1982 in the course of providing any Services; or
- 14.4 Subject to condition 14.2 and condition 14.3, the Company shall not be liable for:
 - 14.4.1 loss of profits; or
 - 14.4.2 loss of business; or
 - 14.4.3 loss of anticipated savings; or
 - 14.4.4 loss of goods; or

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- 14.4.5 loss of contract; or
 - 14.4.6 loss of use; or
 - 14.4.7 corruption of data or information; or
 - 14.4.8 depletion of goodwill and/or similar losses; or
 - 14.4.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 14.5 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Equipment and/or Services.

15 Termination

- 15.1 After the contracted period either party may terminate the Contract on giving the other not less than 3 months written notice.
- 15.2 On termination of the Contract for any reason:
- 15.2.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect to the contracted period all monies that would have been paid had the contract expired at the conclusion of the contracted period. In respect of Equipment and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
 - 15.2.2 the Client shall, within a reasonable time, return all of the Company's Equipment.
- 15.3 If the Client fails to comply with condition 15.2.2 above the Company may enter the Client's premises and take possession of them.
- 15.4 Until they have been returned or repossessed,
- 15.4.1 the Client shall be solely responsible for their safe keeping; and
 - 15.4.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

D GENERAL TERMS

1 Force Majeure

The Company shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control

2. Variation

- 2.1 The Company may, from time to time and without notice, change the Equipment and/or Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Equipment and/or Services.
- 2.2 Subject to condition 2.1 no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

3. Waiver

If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

4. Entire Agreement

The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5. Assignment

- 5.1 The Company may at any time assign any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Associated Entity or third party or agent.
- 5.2 The client may not assign without prior agreement from the Company, not to be unreasonably withheld.

6. Rights of Third Parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

7. Dispute Resolution (mediation)

- 7.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Model Mediation Procedure of Global Mediation Ltd whose URL is <http://www.resolutiondynamics.co.uk> ('Resolution').
- 7.2 Unless otherwise agreed between the parties, the mediator will be nominated by Resolution. To initiate the mediation a party must give notice in writing ('ADR notice') to the other party to the dispute requesting mediation. A copy of the request must be sent to Resolution
- 7.3 The mediation will start not later than 14 days after the date of the ADR notice.
- 7.4 The commencement of mediation will not prevent the parties commencing or continuing court or arbitration proceedings.

8 Governing Law and Jurisdiction

- 8.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.