

VENDOR'S TERMS AND CONDITIONS

These Terms and Conditions supersede all previous agreements and representations relating to the subject matter hereof. Any representation, promise, or condition in connection with this order, not incorporated herein, shall not be binding upon the Vendor, STULZ Technology Integration Ltd. (STULZ TI).

Any terms that differ in any respect from these Terms and Conditions are hereby null and void. Such proposed terms are null and void whether they are introduced by the party placing this order, or if they are contained in any master document, sub-contract, or any other agreement among third parties related to this order, but to which STULZ TI is not a party. In addition, and without limitation, the terms and conditions of this Agreement shall govern and take precedence over any terms and conditions that may be required to accept by way of clicking an "accept", "agree", or similar button at the designated website of either party in order to access, download and/or use the software or documentation.

Name/Address – All Purchase Orders must be addressed to STULZ Technology Integration Ltd, Unit D11, Glyme Court, Langford Lane, Kidlington, Oxfordshire OX5 1LQ

Payment Terms – Unless otherwise agreed in writing, net 30 Days from date of invoice, contingent on credit approval. On all past due accounts, an interest rate will be charged, equivalent to the Bank of England base rate plus 8% per annum. STULZ TI reserves the right to file liens for delinquent accounts.

Freight Terms – STULZ TI freight terms are ex-works for all orders. Any exception must be authorised before acceptance and additional charges will apply.

Plans & Specifications – All equipment is manufactured as per stamped and approved submittals or referenced written proposal.

Warranty – STULZ TI warranty terms are published on www.stulz-ti.co.uk.

Indemnity – The purchaser agrees to indemnify, save harmless and defend STULZ TI and its officers, employees, and agents from and against any and all liabilities, claims, penalties, judgments, awards, suits and the costs and expenses incident thereto (including the costs of defence, settlement and reasonable legal fees), which STULZ TI may hereafter incur, come responsible for or pay out as a result of the death or bodily injury suffered by any person or destruction or damage to any property or infringement of intellectual property rights, to the extent caused by:

- (1) The purchaser's breach of any term or provision of the Agreement, or
- (2) The negligence, gross negligence, recklessness, or intentional misconduct of purchaser, its employees, and its sub-contractors in the performance of the Agreement.

Any requirement by the purchaser for indemnification shall be limited to the extent of the applicable insurance policy coverage of the vendor.

Acts of God – STULZ TI shall not be liable for any delay in delivery caused by Acts of God, war conditions, riot, governmental regulations (domestic or foreign), fire, flood, explosion, pandemic, strike, labour trouble, accident, delay of carrier, transportation difficulty, embargoes, or any cause beyond STULZ's control which interferes with normal operation of the STULZ TI operation facility. STULZ TI may deliver within a reasonable time after such cause for delay has been removed.

VAT – Except where expressly stated in the proposal, all prices quoted are exclusive of VAT. Consequently, in addition to the price specified herein, the amount of any present or future taxes or increase in such taxes applicable to the sale, shall be paid by the purchaser, or in lieu thereof, the purchaser shall provide STULZ TI with a tax-exempt certificate acceptable to HM Revenue & Customs.

Cancellations/Change Orders/Delays – In the event that the customer cancels any purchase order (or part, thereof), the customer will be subject to a charge based upon the purchase order price. The cancellation fee shall be determined by evaluating the stage of completion of the order so affected and can be as high as 100% of the purchase order, as per the chart below.

Status of Order	Commercial Order Processing	Technical Order Processing	Installation Released	Installation Started	Installation Completed
Cancellation fees	GBP 500.00	GBP 500.00 but not exceeding 10% of order value	40% of order value	90% of order value	100% of order value
Change order fees	Project/job specific – quoted individually case by case				

In the event that the customer delays delivery of an order for more than 1 week, authorisation must be obtained from Stulz TI and storage charges will apply. Stulz TI reserve the right, in this instance, to invoice the goods in full under the payment terms of the contract.

Brexit – In the event of Brexit, if either Party considers that the consequences of Brexit materially increases the costs of it performing its obligations under this Agreement and/or reduces its income under this Agreement and/or otherwise adversely affects the benefit it derives from this Agreement, such Party may give notice to the other of the same, and shall promptly supply such details and evidence of such consequences as may reasonably be required by the other Party. Within fourteen (14) days of the other Party receiving such notice, the Parties shall discuss in good faith and agree whether any amendments are required

Ref: ISO2020 – CD02 – Vendors Terms and Conditions

to this Agreement as a result of Brexit, such that the provisions of this Agreement maintain the same overall balance of obligations, benefits, liabilities and risk between the Parties as applied at the date of this Agreement. The Parties agree that the imposition of tariffs and other trade barriers relating to the subject matter of this Agreement and not in existence at the date of the Agreement shall be considered a change in the overall balance.

Exchange Rates - If at any time during the term of a Project Agreement the Base Exchange Rate for Goods or Services specified in a foreign currency has fluctuated more than 3%, plus or minus the rate applied in the proposal document, Stulz TI will calculate a foreign currency exchange adjustment for those Goods/Services

Notice – Any notice given under or pursuant to the contract may be sent by hand or by post or by registered post or by recorded delivery service or transmitted by any other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent to the address provided in the agreement or to any other address substituted shall be deemed effectively given on the day when in the ordinary course of the means of transmission, it would normally be received by the addressee in normal business hours.

Timing – STULZ TI is committed to meet client shipping dates but are limited by capacity and availability of materials. Therefore, time specific clauses are not accepted.

Damages – The liability of STULZ TI for consequential, liquidated, punitive or other damages on any claim for losses arising out of or connected with the supplying of its products, their sale, resale or use, or arising out of any contracts for sale of its products, shall in no case exceed 25% of the purchase order price paid to STULZ TI in respect of the products involved in the claim.

Intellectual Property – STULZ TI retains and reserves all intellectual property rights, including copyright, trademark, trade names, trade dress, and all patent rights (IP rights), to all products subject to these terms and conditions. By selling these products pursuant to these terms and conditions, STULZ TI is not selling, conveying, assigning, or licensing an IP rights to its customers, as all such rights belong to STULZ TI. Any claims that STULZ TI products or IP rights contained therein, constitute works made for hire, or to otherwise convey IP rights to the customer shall be ineffective. STULZ TI will not be held liable for customer misuse, alteration or application of its products in a manner which may give rise to a claim of patent infringement.

Re-consignment – STULZ TI will not, under any circumstances, be liable for any re-consignment charges, should changes to shipping locations occur prior to delivery or in the event of a customer refusing delivery of equipment. All charges/fees in these cases will be borne by the customer.

Waivers – No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an officer of STULZ TI. No provisions of any purchase order or any form of acknowledgement used by the buyer, which are inconsistent with, or in addition to, the terms and conditions on the face, except additional provisions specifying delivery schedules or invoicing/shipping instructions, shall be considered applicable to the purchase of STULZ TI products. No such provision shall be binding upon STULZ TI unless specifically accepted and signed for by an officer of the STULZ TI.

Governing Law – This agreement shall be construed in accordance with and governed in every respect by the laws of England and all actions arising out of or connected with the agreement shall be brought in the Courts of England. The Buyer hereby submits to the exclusive jurisdiction of the English Courts.

Confidentiality – To the extent that the parties agree to confidentiality and/or non-disclosure obligations, STULZ TI is permitted to disclose details of the agreement to any of its sub-contractor which STULZ TI deems, in its sole discretion, to have a need to know the information being disclosed.

Assignment – STULZ TI shall have the right to issue a sub-contract agreement to a member of its Network Service Partners to perform any service on behalf of the customer.

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