

Fire and Gas Mapping Terms and Conditions

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).

1. **Interpretation**

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges	the charges payable by the Customer for the supply of the Services in accordance with clause 5.
Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 12.5.
Contract	the contract between Protex (UK) Systems Ltd and the Customer for the supply of Services in accordance with the Quotation and these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer	the person or firm who purchases Services from Protex (UK) Systems Ltd.
Customer Default	has the meaning set out in clause 4.2.
Deliverables	the deliverables produced by PROTEX (UK) SYSTEMS LTD. for the Customer as set out in the Quotation.
PROTEX (UK) SYSTEMS LTD.	Protex (UK) Systems Limited, registered in England and Wales with company number 07871605.

Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Customer's signed acceptance of the Quotation.
Quotation	the quotation provided by PROTEX (UK) SYSTEMS LTD. to the Customer for the Services, attached to these Conditions.
Services	the services, including the Deliverables, supplied by PROTEX (UK) SYSTEMS LTD. to the Customer as set out in the Quotation.
Specification	the description or specification of the Services supplied by PROTEX (UK) SYSTEMS LTD. to the Customer as set out in the Quotation.

1.2 Interpretation:

- 1.2.1 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with the Quotation and these Conditions.

2.2 The Order shall only be deemed to be accepted when PROTEX (UK) SYSTEMS LTD. signs the Quotation to accept the Order at which point and on which date the Contract shall come into existence (**Commencement Date**) and remain in force until completion of the Services or until it is terminated in accordance with clause 10.

2.3 Any samples, drawings, descriptive matter or advertising issued by PROTEX (UK) SYSTEMS LTD., and any descriptions or illustrations contained in PROTEX (UK) SYSTEMS LTD.' catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 The Quotation and 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 law, trade custom, practice or course of dealing.

2.5 The Quotation given by PROTEX (UK) SYSTEMS LTD. shall not constitute an offer and is only valid for a period of 90 Business Days from its date of issue.

3. Supply of Services

3.1 PROTEX (UK) SYSTEMS LTD. shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 PROTEX (UK) SYSTEMS LTD. shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 PROTEX (UK) SYSTEMS LTD. reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not

materially affect the nature or quality of the Services, and PROTEX (UK) SYSTEMS LTD. shall notify the Customer in any such event.

- 3.4 PROTEX (UK) SYSTEMS LTD. warrants to the Customer that the Services will be provided using reasonable care and skill.

4. **Customer's obligations**

- 4.1 The Customer shall:

- 4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- 4.1.2 co-operate with PROTEX (UK) SYSTEMS LTD. in all matters relating to the Services;
- 4.1.3 provide PROTEX (UK) SYSTEMS LTD., its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by PROTEX (UK) SYSTEMS LTD.;
- 4.1.4 provide PROTEX (UK) SYSTEMS LTD. with such information and materials as PROTEX (UK) SYSTEMS LTD. may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 4.1.5 prepare the Customer's premises for the supply of the Services;
- 4.1.6 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; and
- 4.1.7 obtain and provide to PROTEX (UK) SYSTEMS LTD. within any agreed, or otherwise reasonable, time period all licences, permissions and consents (including but not limited to any COVID-19 test(s)) which may be required by PROTEX (UK) SYSTEMS LTD. prior to completion of the Services. The Customer shall indemnify PROTEX (UK) SYSTEMS LTD. against any costs incurred by PROTEX (UK) SYSTEMS LTD. due to the Customer's failure to comply with this clause 4.1.7.

- 4.2 If PROTEX (UK) SYSTEMS LTD.' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- 4.2.1 without limiting or affecting any other right or remedy available to it, PROTEX (UK) SYSTEMS LTD. shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to

relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays PROTEX (UK) SYSTEMS LTD.' performance of any of its obligations;

- 4.2.2 PROTEX (UK) SYSTEMS LTD. shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from PROTEX (UK) SYSTEMS LTD.' failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3 the Customer shall reimburse PROTEX (UK) SYSTEMS LTD. on written demand for any costs or losses sustained or incurred by PROTEX (UK) SYSTEMS LTD. arising directly or indirectly from the Customer Default.

5. Charges and payment

- 5.1 The Charges for the Services shall be calculated in accordance with PROTEX (UK) SYSTEMS LTD.' daily fee rate, as set out in the Order.
- 5.2 PROTEX (UK) SYSTEMS LTD. shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom PROTEX (UK) SYSTEMS LTD. engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by PROTEX (UK) SYSTEMS LTD. for the performance of the Services, and for the cost of any materials.
- 5.3 If the cost to PROTEX (UK) SYSTEMS LTD. of supplying the Services increases significantly due to any factor beyond the control of PROTEX (UK) SYSTEMS LTD. (including foreign exchange or interest rate fluctuations), PROTEX (UK) SYSTEMS LTD. may request that the parties meet to review and, where appropriate, agree changes to the Charges to reflect such increase in the cost of providing the Services. Pending determination of any adjustment to the Charges in accordance with this clause 5.3, the Charges then in force shall continue to apply. Once the appropriate adjustment is determined (if any), the adjusted Charges shall be deemed to apply with effect from the date upon which the parties met in accordance with this clause 5.3 to discuss such adjustment to the Charges. Within one month of determining any adjustment to the Charges in accordance with this clause 5.3, the Customer shall pay PROTEX (UK) SYSTEMS LTD. any outstanding sums due for the Services since the relevant date, together with any applicable VAT.

6. Terms of payment

6.1 Subject to clause 6.2, PROTEX (UK) SYSTEMS LTD. shall invoice the Customer at the following intervals:

6.1.1 where the Customer is based in the United Kingdom, PROTEX (UK) SYSTEMS LTD. shall invoice the Customer for the Charges on completion of the Services; and

6.1.2 where the Customer is based outside of the United Kingdom, PROTEX (UK) SYSTEMS LTD. shall invoice the Customer:

6.1.2.1 30% (thirty percent) of the total Charges set out in the Specification on acceptance of the Order in accordance with clause 2.2 which the Customer shall pay in full and cleared funds immediately on receipt; and

6.1.2.2 for the remainder of the Charges on completion of the Services.

6.2 Where the Customer fails to provide a response to PROTEX (UK) SYSTEMS LTD. within 14 days of PROTEX (UK) SYSTEMS LTD. issuing its draft report to the Customer, PROTEX (UK) SYSTEMS LTD. shall be entitled to invoice the Customer for any outstanding Charges.

6.3 Subject to clause 6.1.2.1, the Customer shall pay any invoice submitted by PROTEX (UK) SYSTEMS LTD.:

6.3.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by PROTEX (UK) SYSTEMS LTD. and confirmed in writing to the Customer; and

6.3.2 in full and in cleared funds to a bank account nominated in writing by PROTEX (UK) SYSTEMS LTD., and

time for payment shall be of the essence of the Contract.

6.4 PROTEX (UK) SYSTEMS LTD. shall be under no obligation to proceed with (and shall have no liability whatsoever in relation to) the Services until any invoice issued in accordance with clause 6.1.2.1 is paid in full and cleared funds.

6.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by PROTEX (UK) SYSTEMS LTD. to the Customer, the Customer shall, on receipt of a valid VAT invoice from PROTEX (UK) SYSTEMS LTD., pay to PROTEX (UK) SYSTEMS LTD. such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 If the Customer fails to make a payment due to PROTEX (UK) SYSTEMS LTD. under the Contract by the due date, then, without limiting PROTEX (UK) SYSTEMS LTD.' remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by PROTEX (UK) SYSTEMS LTD..

8. Data protection

PROTEX (UK) SYSTEMS LTD. will only process the Customer's personal data in accordance with its privacy policy.

9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 Nothing in this clause 9 shall limit the Customer's payment obligations under the Contract.

9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

9.2.1 death or personal injury caused by negligence;

9.2.2 fraud or fraudulent misrepresentation; and

9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.3 Subject to clause 9.2, PROTEX (UK) SYSTEMS LTD.' total liability to the Customer shall not exceed the total Charges paid by the Customer to PROTEX (UK) SYSTEMS LTD. under the Contract in the 12 (twelve) months prior to the first event giving rise to the claim, or in the first 12 (twelve) months of the Contract if they event giving rise to the claim occurs in the first 12 (twelve) months of the Contract..

9.4 Subject to clause 4.1.7 (Indemnity), clause 9.1 (No limitation of customer's payment obligations) and clause 9.2 (Liabilities which cannot legally be limited), this clause 9.4 sets out the types of loss that are wholly excluded:

9.4.1 loss of profits.

9.4.2 loss of sales or business.

9.4.3 loss of agreements or contracts.

9.4.4 loss of anticipated savings.

9.4.5 loss of use or corruption of software, data or information.

9.4.6 loss of or damage to goodwill; and

9.4.7 indirect or consequential loss.

9.5 PROTEX (UK) SYSTEMS LTD. has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.6 Unless the Customer notifies PROTEX (UK) SYSTEMS LTD. that it intends to make a claim in respect of an event within the notice period, PROTEX (UK) SYSTEMS LTD. shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.7 This clause 9 shall survive termination of the Contract.

10. **Termination**

10.1 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:

10.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;

10.1.2 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), applying to court for or obtaining a moratorium

under Part A1 of the Insolvency Act 1986, 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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

10.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without affecting any other right or remedy available to it, PROTEX (UK) SYSTEMS LTD. may terminate the Contract with immediate effect by giving written notice to the Customer if:

10.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

10.2.2 there is a change of control of the Customer.

10.3 Without affecting any other right or remedy available to it, PROTEX (UK) SYSTEMS LTD. may suspend the supply of Services under the Contract or any other contract between the Customer and PROTEX (UK) SYSTEMS LTD. if:

10.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

10.3.2 the Customer becomes subject to any of the events listed in clause 10.1.3 or clause 10.1.4, or PROTEX (UK) SYSTEMS LTD. reasonably believes that the Customer is about to become subject to any of them; and

10.3.3 PROTEX (UK) SYSTEMS LTD. reasonably believes that the Customer is about to become subject to any of the events listed in clause 10.1.2.

11. Consequences of termination

11.1 On termination or expiry of the Contract, the Customer shall immediately pay to PROTEX (UK) SYSTEMS LTD. all of PROTEX (UK) SYSTEMS LTD.' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, PROTEX

(UK) SYSTEMS LTD. shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. **General**

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 **Assignment and other dealings.**

12.2.1 PROTEX (UK) SYSTEMS LTD. may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of PROTEX (UK) SYSTEMS LTD..

12.3 **Confidentiality.**

12.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or PROTEX (UK) SYSTEMS LTD.s of the other party, except as permitted by clause 12.3.2.

12.3.2 Each party may disclose the other party's confidential information:

12.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that

its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

12.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under

this clause 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.8 Notices.

12.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to a director of the company.

12.8.2 Any notice shall be deemed to have been received:

12.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

12.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

12.8.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.3 This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights.

12.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) 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.

12.11 Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.