

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & SERVICES

This Supply & Goods Agreement (the “Agreement”) is made on _____ (the “Effective Date”) between LBV By Vision Ltd, with a principal place of business is at The Gamekeepers, Tunworth Road, Mapledurwell, Hampshire, RG25 2LU (“LBV”, “We” “Our” or “Us”) and _____, with a principal place of business at _____, (the “Customer” or “You”) (each a party, together the parties). This Agreement contains the terms and conditions governing the supply of goods (the “Goods”) and the services, including but not limited to, the installation of Goods as specified in the accompanying Order (the “Services”).

1. Definitions

“Documentation” means any technical publications that accompany the Goods or Services provided directly from the manufacturer with the Goods or by LBV.

“Order” means an ordering document referencing the Agreement, describing the Goods, quantities and any other relevant information

2. Goods

2.1 Upon receipt of the required deposit, We, or an appointed third party, shall arrange delivery of the Goods to You. All delivery dates and times shall be approximate only and LBV shall not be responsible for any Goods delayed by manufacturers or suppliers. Furthermore, You understand and accept that delivery of the Goods may be made in separate instalments

2.2 If, for any reason the Customer fails to accept delivery of the Goods when they are due for delivery or LBV is unable to deliver the Goods due to the actions of the Customer, the Customer shall be liable for all costs associated with the return and storing of such Goods as well as re-delivery charges.

2.3 The Customer agrees to supply at its expense, all necessary equipment and manpower required for the unloading of the Goods.

2.4 Except for damaged or faulty Goods, Goods may only be returned if they are returned to LBV within 7 days of delivery; in an unopened original packaging state and all returns will be subject to a 35% restocking charge, unless otherwise agreed in writing. In the event that Customer is returning damaged or faulty Goods, the Customer agrees to first obtain a Return Merchandise Authorisation (“RMA”) from LBV. THE RMA shall remain valid for a period of 28 days. Unless otherwise agreed, the Customer shall incur all charges connected to the RMA. Any Goods returned not bearing the RMA shall be billed and due in full.

2.5 If You provide measurements to Us, You are responsible for ensuring the correct configuration for specification. In addition, You accept that LBV shall not have any responsibility for any Goods not suitable for installation by You or anyone else.

2.6 Risk in the Goods shall pass to You upon delivery and You agree to take full responsibility for such Goods. Title to the Goods shall not pass to You until full payment has been made in accordance with section 4 of this Agreement. You agree to store the Goods in such a way that they are readily identifiable as Our property. LBV shall be entitled immediately after giving notice of its intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any Goods to which it has title under this section 2.6.

2.7 You agree not to: (i) remove, alter or obscure any notices or labels on the Goods; or (ii) decompile, reverse engineer, disassemble, adapt or tamper with the Goods and You agree to dispose of any Goods responsibly and according to any and all relevant environmental laws or regulations, including but not limited to Waste Electrical and Electronic Equipment recycling (WEEE) Regulations 2013.

2.8 The quality and description of the Goods shall be as set out in the Order and further described (if

relevant) in any Documentation. All samples, drawings, descriptive matter, specifications and advertising provided by LBV and any descriptions or illustrations contained in any of LBV’s suppliers’ catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of this Agreement and this is not a sale by sample.

2.9 You acknowledge and understand that due to the nature of materials and production processes, product dimensions may vary due to product production and development.

3. Services

3.1 LBV shall provide the Services as detailed in a statement of work (“SOW”).

3.2 LBV will carry out a site survey before commencement of the Services as specified in an Order. In order to carry out such survey, You agree to provide to LBV all reasonably required drawings/documentation for site(s). You understand and accept that amendments/changes may be needed following a site survey in order to supply the Goods and provide the Services.

3.3 LBV will use reasonable efforts to perform the Services according to its estimates and time schedules but causes beyond LBV’s control may cause delays in the provision of the Services. Such causes may include changes to Your business plans, or Your alteration of specifications, project plans, or resource commitments

3.4 You agree to use all reasonable endeavours to ensure uninterrupted access to the site, where possible, in order for LBV to perform and complete the Services in a timely manner.

3.5 LBV shall own all rights, title and interest in and to any deliverables created as a result of the Services and any related intellectual property.

3.6 With regards to Services only, LBV warrants that the Service shall be provided in a professional and workmanlike manner. If, through no fault of delay by You, the Services do not conform to this warranty and You notify LBV within 14 days of LBV’s delivery of the Services, We may, at Own option and as Your sole remedy, re-perform the non-conforming portions of the Services at no cost to You.

3.7 In the event of any amendments or changes either party wishes to make as part of the Services, such changes shall not commence until those changes are agreed in writing by both parties in a new SOW.

3.8 LBV may subcontract the performance of any of the Services. LBV will be responsible for all performances under this Agreement by its subcontractors and references to “LBV personnel” shall be deemed to include any subcontractor or any subcontractor’s personnel.

3.9 LBV agrees to provide You with any electrical certification(s) with a reasonable period of time after completion of the Services.

4. Fees & Payment

4.1 Unless otherwise agreed in writing, You agree to pay in the following manner:

50% deposit upon receipt of purchase order from You, 25% upon commencement of Services and the remaining balance upon completion.

All fees are due and payable within seven (7) days of the date of invoice. In the event You dispute any invoiced fees, You will provide written notice of the disputed amount within 5 days after date of invoice and timely pay any undisputed portion of the invoice. The Parties agree to co-operate in good faith to resolve any disputed invoice within seven (7) days of notice of dispute. All amounts payable by You under this Agreement will be made without setoff, deduction or withholding.

4.2 Late payment will bear interest at the rate of 4% per annum above the base-lending rate of the high street banks in England or the maximum rate allowed by law.

4.3 All prices are exclusive of taxes (including, but not limited to VAT, export and import fees and customs duties) for which You shall be responsible.

5. Warranty and Disclaimer

5.1 Subject to payment of the fees and completion of the warranty/guarantee forms that accompany the Goods, and returned to LBV in a timely manner, under this Agreement, LBV agrees unless otherwise stated in an Order for a period of 5 years warrants that the Goods shall be of satisfactory quality within the meaning of the Sales of Goods Act 1979, be reasonably fit for any particular purpose, and a 1-year warranty for Services.

5.2 This warranty shall not apply if the Goods are not used in accordance with this Agreement or the Documentation; or the Goods and/or Services have been modified or installed by anyone other than LBV or its subcontractors. A breach of the above warranty by LBV (including its suppliers) shall be limited to repair or replacement of such Goods or re-performance of the Services.

5.3 The above warranty is in addition to, and does not affect, your statutory rights.

6. Cancellation and Termination

6.1 LBV requires a minimum of 8 weeks written notice of cancellation for the supply of Goods and 4 weeks written notice for the cancellation or Services and payment of a 15% administration charge. In the event of cancellation of Goods and/or Services outside of the aforementioned time limits, You agree to pay in respect of Goods, 30% of the total fees due and in respect of Services, You agree to pay 30% of the Service fee plus any non-recoverable expenses. Any such fees shall be paid in accordance with section 4 above.

6.2 LBV shall be entitled to terminate this Agreement and all works shall cease immediately in the event of failure to make payment in accordance with section 4 above however You shall remain liable for all costs due and payable up to the date of termination.

6.3 Either party may terminate this Agreement with or without cause upon 30 days written notice. Termination by You does not relieve You of Your obligations under section 4.

7. Limitations of Liability

7.1 Nothing in this Agreement will limit or exclude LBV's liability for: (i) fraud or fraudulent misrepresentation; or (ii) death or personal injury caused by its negligence.

7.2 Subject always to Clause 7.1 above, LBV shall not be liable for: (i) loss of profits or revenue; (ii) loss or damage to business or reputation; (iii) loss of anticipated savings; (iv) loss of or damage to goodwill; (v) cost of procuring substitute goods or services; or (vi) any indirect, special or consequential loss or damage, and for the purposes of this clause, the term "loss" includes partial loss or reductions in value as well as complete or total loss.

7.3 To the maximum extent permitted by applicable law, LBV's total liability and that of its officers, employees, agents, resellers, distributors, or suppliers arising under or in connection with this Agreement shall be limited to the fees paid by You to LBV for the specific Goods or Services giving rise to the claim in the twelve (12) months preceding the event first giving rise to the claim under this Agreement.

8. General

8.1 We may from time to time collect and process personal data supplied by You in the course of ordering, registering or using Goods or Services, for example names and contact details (including contact names, geographic addresses, email addresses and telephone numbers). LBV agrees to comply with all relevant obligations under the Data Protection Act, 2018 and associated codes of practice when processing personal data relating to You.

8.2 Unless otherwise agreed You consent to LBV erecting an advertising board at the site.

8.3 If any part of this Agreement is held to be invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating the remainder of the Agreement.

8.4 You may not assign or transfer any or all of Your rights or obligations under this Agreement without LBV's prior written consent.

8.5 A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of subsequent breach or default.

8.6 The Parties do not intend the Contract (Rights of Third Parties) Act 1999 to apply to this Agreement and its operation is hereby expressly excluded.

8.7 All notices given by one Party to the other shall be in writing and will be effective upon delivery when delivered via special delivery or when sent to You by email using the email on record for You.

8.8 Both parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

8.9 This Agreement, together with any Order and/or SOW(s), represents the entire agreement between the parties and supersedes and cancels any other agreements, whether oral or written.

8.10 All obligations to make payment shall survive termination or expiration of this Agreement for whatever reason.

8.11 In the event of a conflict between the terms of this Agreement, an Order or a SOW, the terms of the applicable Order or SOW shall prevail.

8.12 This Agreement shall be governed by the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English courts.

Accepted by:

Helix Property Solutions Limited:

Custom

Signature: _____

Signature

Print Name: _____

Print Name

Title: _____

Title: __

Date: _____

Date: __