

## 1. Definitions:

### 1.1. In these Conditions:

“Buyer” means the person who provides an order to the Seller for the provision of Goods and/or Services by the Company.

“Services” means the services which the Seller is to supply in accordance with these Conditions. “Seller” means SAFEGROUP SERVICES LIMITED (registered in England under number 10815525).

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions and any goods supplied in substitution for or in replacement of or in addition to such goods.

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

“Contract” means the contract for the purchase and sale of the Goods and Services.

“Writing” includes letter, cable, facsimile transmission, email and comparable means of communication.

- ### 1.2.
- Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- ### 1.3.
- The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Basis of sale

- ### 2.1.
- The Seller shall sell and the Buyer shall purchase the Goods and/or Services in accordance with a written purchase order issued by the Buyer which is accepted by the Seller, subject in any event to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such purchase order is made, or purported to be made, by the Buyer.
- ### 2.2.
- No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- ### 2.3.
- The Seller’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.
- ### 2.4.
- Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer’s own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- ### 2.5.
- Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## 3. Orders and specifications

- ### 3.1.
- No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller’s authorised representative.
- ### 3.2.
- The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods or Services to be provided within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- ### 3.3.
- The quantity, quality and description of, and any specification for, the Goods shall be those set out in the Seller’s quotation (if accepted by the Buyer) or the Buyer’s order (if accepted by the Seller).
- ### 3.4.
- The Seller reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller’s specification, which do not materially affect their quality or performance.
- ### 3.5.
- No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller, and the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of any cancellation. Such costs may include costs of travel to the location where the services were intended to be provided.
- ### 3.6.
- Without prejudice to the generality of the foregoing, should the Buyer purport without the agreement in Writing of the Seller to cancel any order which has been accepted by the Seller such action shall constitute a breach of the agreement and, at the option of the Seller, the Seller shall be entitled to require the Buyer to pay to the Seller by way of liquidated damages an amount equivalent to 50% of the invoice value of the order so purported to be cancelled.
- ### 3.7.
- In the event of the Seller so requiring the Buyer shall pay such amount to the Seller (without any deduction) within 7 days of receiving from the Seller written notification of the amount required to be paid. The Seller and the Buyer hereby agree that such amount represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Seller

as a result of such breach of agreement on the part of the Buyer. For the avoidance of doubt, in the event that the Seller opts to require the Buyer to pay liquidated damages as set out above, and the Buyer duly pays such liquidated damages, neither party shall have any further liability to the other in relation to the Goods or Services in respect of which such liquidated damages are paid.

#### 4. Price of the goods and services

- 4.1. The price of the Goods and Services shall be the Seller's price as agreed between the Buyer and the Seller, and as quoted on the Buyer's purchase order.
- 4.2. The Seller reserves the right by giving notice to the Buyer at any time before delivery of Goods or the completion of the Service requested, to increase the price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs) or to any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3. The price is exclusive of any applicable value added tax that the Buyer shall be additionally liable to pay to the Seller.

#### 5. Terms of payment

- 5.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price agreed once the Services requested have been completed or the Goods delivered.
- 5.2. All Invoices are payable net after 30 days from date of invoice, subject to agreed credit facilities. The Buyer shall pay all invoices without any deductions, notwithstanding that delivery may not have taken place. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per month above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

#### 6. Warranties and liability

- 6.1. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services by the Buyer, except as expressly provided in these Conditions.
- 6.2. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or Services if the delay or failure was due to any cause beyond the Seller's reasonable control.

#### 7. Insolvency of buyer

- 7.1. This clause applies if:
  - the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
  - the Buyer ceases, or threatens to cease, to carry on business; or
  - the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 7.2. If this clause applies, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries or services purported to be carried out under the contract, without any liability to the Buyer.
- 7.3. If the Goods have been delivered, or the Services have been carried out, but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 8. Data Protection Act 2018

- 8.1. In performing the Services and/or its obligations under this Contract, the Buyer shall comply with and ensure that its staff, contractors, subcontractors and agents comply with the Data Protection Act 2018 as amended (“the Act”).
- 8.2. The following terms shall have the meanings ascribed to them within the Act: "Data Controller"; "Data Processor"; "Personal Data".
- 8.3. Unless otherwise agreed in writing, the Buyer shall:
  - 8.3.1. act as Data Processor and comply with the instructions of the Seller as Data Controller;
  - 8.3.2. only process Personal Data of the Seller to the extent and in such manner as is necessary for it to carry out its obligations under this Contract;
  - 8.3.3. implement appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing, loss and/or corruption of data;
  - 8.3.4. take reasonable steps to ensure the reliability of its staff with access to such Personal Data;
  - 8.3.5. not cause or permit such Personal Data to be transferred outside of the European Economic Area, and
  - 8.3.6. refrain from using such Personal Data for marketing and/or promotional purposes or disclosing such Personal Data to third parties for such purposes.
  - 8.3.7. The Seller reserves the right to audit compliance by the Buyer against its procedures for the control of Personal Data upon reasonable prior notice. The Supplier shall retain all records as are necessary to support proper control of Personal Data and/or any such audit.
- 8.4. Any breach by the Supplier of its obligations under this Clause 8 shall constitute a material breach of this contract
- 8.5. We may transfer information about you to our financiers, who:
  - 8.5.1. may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
  - 8.5.2. from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
  - 8.5.3. may give information about you and your indebtedness to the following:
    - 8.5.4. our or their insurers for underwriting and claims purposes;
    - 8.5.5. any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;
    - 8.5.6. their bankers or any advisers acting on their behalf;
    - 8.5.7. any business to which your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;
    - 8.5.8. may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
    - 8.5.9. in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
- 8.6. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However, a fee will be payable.

## 9. General

- 9.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party given the notice
- 9.2. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 9.4. The contract shall be governed by the laws of England.