



PARKING FACILITIES
Experts in Access Management

Customer Pack



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Access Control, Done Right



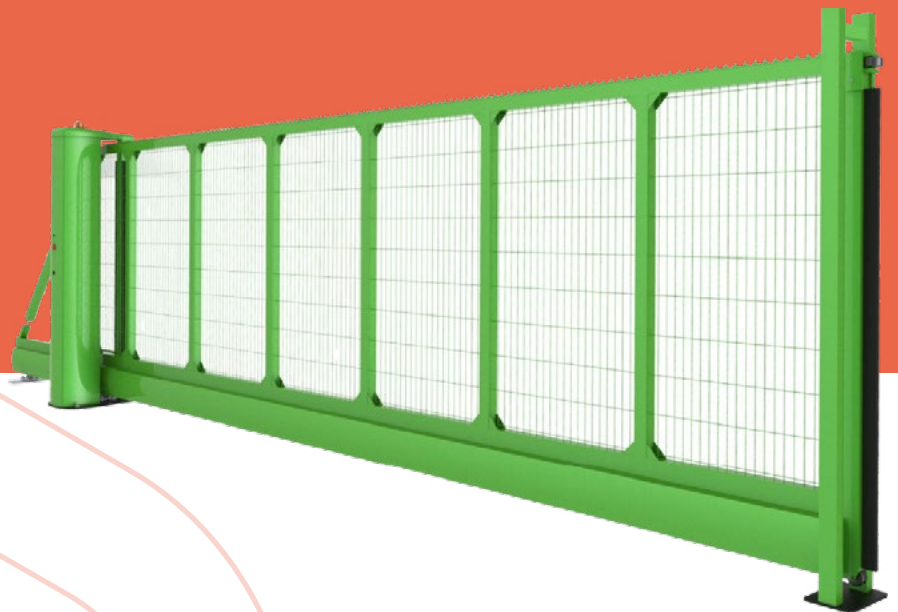
Introduction

For over two decades, Parking Facilities have been the go-to providers of premium security access solutions to the private, public and charitable sectors.

Our British-made collection of sliding gates, bi-fold gates, swing gates, turnstiles, barriers and pods have become the gold standard in the industry due to their robust designs, full customisability and plug-and-play nature.

The complete Parking Facilities range of products and accessories are designed to deliver the highest standard of security, convenience and automation that money can buy, all with support from our passionate, experienced team who are here to ensure that products are delivered on time and to spec, every time.

Engineered right here in the heart of England, we manufacture our products from durable aluminium or galvanised steel. You can rest assured that when you install a Parking Facilities product, it's built to last.



Parking Facilities Values



Strive to be the best

The best service & the best products. We pride ourselves on performing at our peak, and we always look for opportunities to improve!



Customer-centric

Our customers sit at the heart of Parking Facilities. Everything we do should be focused on providing customer service excellence across our support, products and price.



Passion

We love what we do, and our customers notice that. When you're passionate about what you deliver, you deliver better results.



Trust

We all have specialist skills; we believe in one another and trust our colleagues in their roles. Our success lies in collaboration, teamwork, transparency and great communication.



Integrity

We stick to our guns - our strong moral and ethical principles guide every decision we make. We remain empathetic, both to customers and colleagues alike, putting honesty and fairness above all else.



Consistency

We have a reputation for reliability. We provide security and stability for our customers, which is why they choose us time and time again.



Develop

Your growth is our priority. We encourage learning, skill building and adaptability at every opportunity.



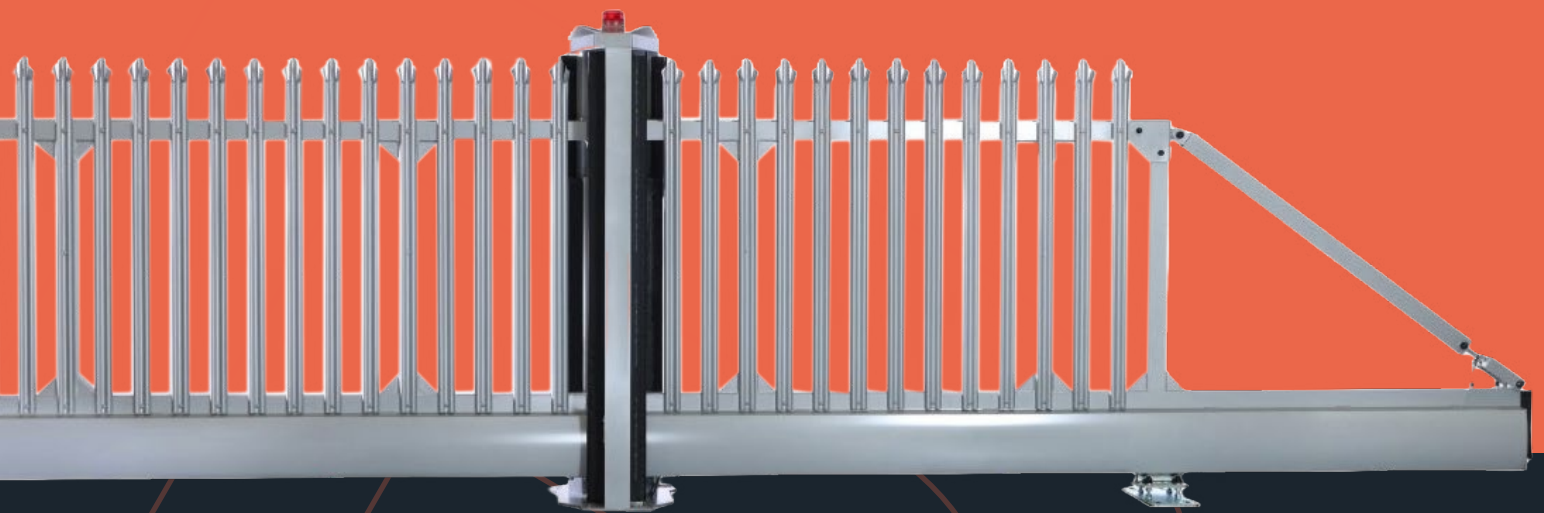


Sales Process

We've been doing this for a long time. We understand that our products are world-class, now we're streamlining our sales process, making it easier than ever to order our products while ensuring that mistakes don't happen.

By filling out the New Client Brief Form, you're helping us to guide you to the correct product for your application.

Here's how we ensure that your order is delivered on time, every time.



Our sales process

1. Order and Briefing

Your order will come through to our sales team. You'll automatically receive a New Client Brief Form, which is designed to ensure that we have all the details required to deliver the perfect product, every time.



2. Estimate and Approval

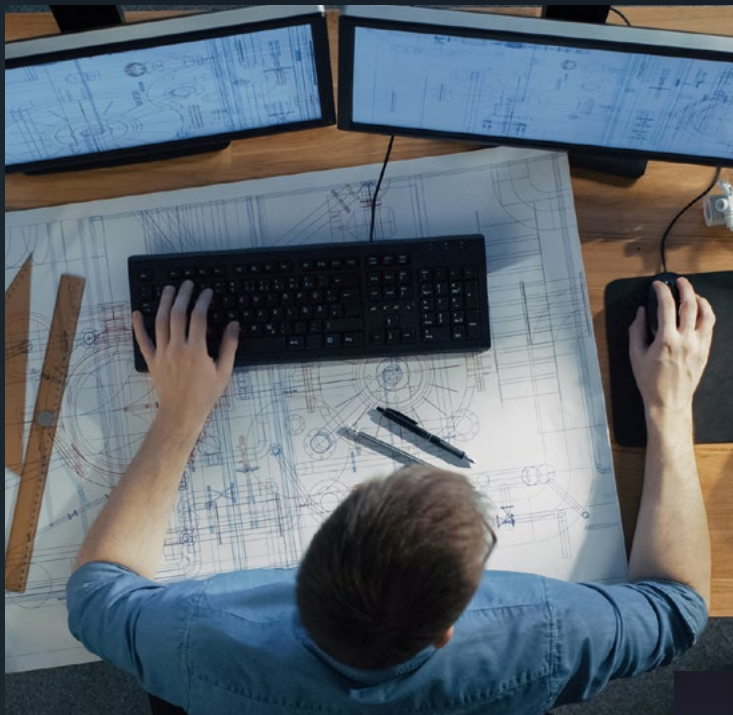
At this stage, you will be provided with an estimate based on the New Client Brief Form. This will be a rough amount for the project, ready for you to sign off.



3. Quotation and Scheduling

Once you're happy with the estimate and all the details within are confirmed, we'll raise an official quotation, confirm stock and set a delivery date.





4. Design Confirmation

You'll receive full drawings and designs (gates only). Before any production commences, you'll need to confirm that everything is correct and you're happy to proceed.

5. Manufacturing Process

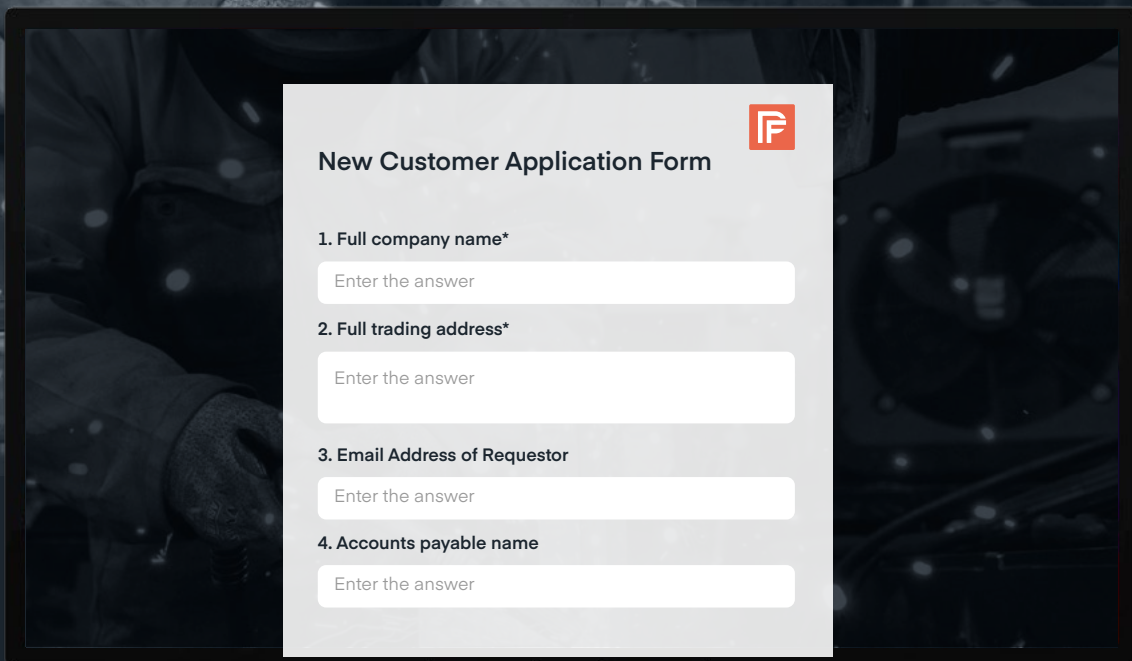
Then the magic happens! Our in-house engineers will begin to manufacture your product, bringing your vision to life.




6. Delivery Arrangements

Once manufacturing is complete, our transport and dispatch team will arrange either delivery or collection based on your preference. If delivery is chosen, we'll safely bring your product directly to where it needs to be.

New Customer Application Form*



New Customer Application Form 

1. Full company name*

2. Full trading address*

3. Email Address of Requestor

4. Accounts payable name

[Discover our new forms](#)

*Visual Representation of Form



Delivery and Collection

Collection

Dispatching with Parking Facilities has never been easier. You can simply create a customer account on Opendock platform using the link below. Once you have your login you will have full control to manage your collections and deliveries at the touch of a button.

[Opendock Nova | Register](#)

There will be 3 docks:

Dock 1: Poles, Barrier and small parts collection and delivery

Dock 2 and 3: Hi ab deliveries and collections.

Collection Times.

Monday – Thursday: 6:30am - 2pm

Friday: 6:00am - 11:30am

Bill and Hold

In line with our terms and conditions we offer a bill and hold service. This means that we will build your product to achieve the best lead time and invoice upon completion. We will then be able to hold this product for you for a period without charges. Please note the specific period for the storage of your products is 2 weeks.

Charges

Storage Charges



Sliding Gate

6m Clear opening and under

Over 6m Clear Opening

Rates per week

£100 per gate (not order)

£150 per gate (not per order)



Bi-Fold/Swing Gate

Single Leaf

Double Leaf

Rates per week

£100 per gate (not order)

£150 per gate (not per order)

Cancellation Fees

Trigger Point

Drawings issued

Drawings Confirmed

5 Working Days Prior to Delivery

48 hours Prior to Delivery

Fee

10%

50%

100%

100%
+ delivery cost

Delayed Delivery Fees

Delay

> 48 hours prior to delivery

48 hours prior to delivery

Fee

£500

£500
+ delivery cost



PARKING FACILITIES

Contact Details & Opening times

Main office

+44 (0) 1827 870 250

Customer Service and Sales

sales@parkingfacilities.co.uk

Technical & service

service@parkingfacilities.co.uk

Opening hours

Mon – Thu 08:30 ~ 17:00

Fri – 08:30 ~ 15:00

Sat/Sun – Closed

Parking Facilities Ltd.

Unit One, Kingsbury Link,

Trinity Rd, Piccadilly,

Tamworth,

B78 2EX

The Team

Sales:

sales@parkingfacilities.co.uk

Key Account Managers:

 Darren Palethorpe
07595 062811

darren.palethorpe@parkingfacilities.co.uk

 Claire O'Meara

07961 573384 | claire.omeara@parkingfacilities.co.uk

Client Services Manager

 Stacie Cooke

07961 573384 | stacie.cooke@parkingfacilities.co.uk

Customer Service:

sales@parkingfacilities.co.uk

Cad Department:

01827 870250 | cad@parkingfacilities.co.uk

Technical Support:

service@parkingfacilities.co.uk

 Roy Roney

Finance:

finance@parkingfacilities.co.uk

Terms and Conditions

Parking Facilities Limited Terms and Conditions of Sale

1 INTERPRETATION

(a) In these Conditions:

Definitions

"Business Day" means a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;

"Company" means Parking Facilities Limited, a company registered in England and Wales with company number 04278499;

"Conditions" means these terms and conditions and any document referred to in these terms and conditions as amended by the Company from time to time;

"Confidential Information" shall mean the provisions of the Contract, including the Specification and the Price, and all information that is confidential or not publicly available, whether in whole or in part. This includes, but is not limited to, commercial, financial, marketing, or technical information, know-how, trade secrets, or business methods. Confidential Information may be disclosed orally or in writing (including via text message or any type of social media platform or network), before, on, or after the date of the Contract. The confidentiality obligation shall apply indefinitely unless otherwise specified in writing and shall be unrestricted in its geographical scope.

"Contract" means any contract between the Company and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions and formed in accordance with Condition 2(c);

The Company shall defend, indemnify, and hold harmless the Customer against any and all claims, damages, losses, and expenses arising from any third-party claim that the Goods or Services infringe or misappropriate any intellectual property right of a third party in the United Kingdom, including reasonable legal fees and costs, provided that: (i) the Customer promptly notifies the Company in writing of any such claim; (ii) allows the Company sole control of the defence and settlement of such claim; and (iii) provides reasonable cooperation to the Company at the Company's expense. The Customer shall not modify, reverse engineer, redistribute, or create derivative works from the Goods or Services without prior written consent from the Company. Any unauthorized use, modification, or redistribution of the intellectual property shall constitute a material breach of this Contract.

Unless otherwise specified, all prices and payments under this Contract shall be made in British Pounds Sterling (GBP). All monetary amounts referenced in this agreement are to be understood as denominated in GBP.

"Customer" means the person, firm, company or party who purchases the Goods and/or Services from the Company;

"Customer Property" means all property supplied to the Company by or on behalf of the Customer which is held by the Company for the purposes of the Contract, or is in transit to or from the Customer;

"Customer's Purchase Order" shall mean the document issued by the Customer detailing the order for the supply of Goods and/or Services, which may be submitted through the following methods: (a) written purchase order form, (b) electronic communication including email, (c) the Company's official online ordering platform, or (d) written acceptance of the Company's quotation. All purchase orders must include product codes, quantities, delivery details, site specifications, access requirements, and installation parameters, and must be approved by the Company.

"Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or reenacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (the "GDPR");

"Data Subject Request" means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Laws;

"Drawing" shall mean the technical drawings and site plans produced by the Company for the Customer, detailing the specifications, dimensions, clearances, power requirements, safety features, and design of the product prior to the commencement of the order. These drawings are provided for review and approval and may be subject to revisions. The final approved drawing shall form part of the contractual agreement between the Company and the Customer and must be signed off by both parties before production commences.

"Goods" means the goods, articles and materials (including any part or parts of them) as set out in the Company Sales Order;

"Fixed-Date Billing with Storage Charges" means an invoicing arrangement under which the Company may invoice the Customer for Goods on the original agreed fulfilment date, notwithstanding any postponement, with storage charges applicable for any delay period, and payment terms varied only by written agreement.

"Handing Form" shall mean the document provided by the Company to the Customer, following receipt of the Customer's Purchase Order specifying the product(s) ordered.

"HS Policies" means the Company's Health and Safety Policies, Code of Business Conduct and Anti-Bribery and Corruption Policy, available at www.parkingfacilities.co.uk as amended by the Company from time to time;

"Intellectual Property Right" means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any part of the world in each case whether registered or not and including any application for registration of the foregoing;

"Order" means the Customer's order for the supply of Goods and/or Services as may be set out in the Customer's Purchase Order form, or the Customer's written acceptance of the Company's quotation, or in such form as the Company may determine from time to time;

"Price" means the price of the Goods and/or Services as defined in Condition 3(a);

"Representatives" means a party's officers, directors, employees, personnel, contractors, consultants, agents and representatives;

"Sales Order Acknowledgment" shall mean the formal electronic document issued by the Company to the Customer confirming receipt of the Customer's written and or verbal Purchase Order. The Sales Order Acknowledgment shall set out the description and quantity of Goods and/or Services ordered, the agreed price, the estimated delivery or performance date(s), and any other material terms.

"Services" means the services supplied by the Company to the Customer as set out in the Order, including but not limited to technical consultancy, site surveys, design services, installation of car park barriers, automatic gates, bollards, turnstiles, parking systems, commissioning, testing, operator training, preventive maintenance, 24/7 emergency repair services, software updates for access control systems, remote diagnostics, and after-sales technical support; Fixed-Date Billing with Storage Charges arrangements, and after-sales technical support; arrangements; Fixed-Date Billing with Storage Charges

"Specification" means the specification of the Goods and /or **Services** provided by the Company which is included or expressly referred to in the Contract;

(d) fair wear and tear; (e) damage from power surges or incorrect power supply; (f) environmental damage including corrosion; and (g) damage from vehicular impact or other external forces.

“Warranty Period” means 12 months from the earlier of: (i) delivery or deemed delivery of the Goods; (ii) release of the Goods; (iii) performance or deemed performance of the Services; (iv) the initially requested delivery date where delivery has been postponed at the Customer’s request; or (v) the date of successful commissioning where applicable. The warranty covers mechanical and electrical components under normal usage conditions and excludes: (a) damage from misuse; (b) unauthorized modifications; (c) lack of recommended maintenance; (d) fair wear and tear; (e) damage from power surges or incorrect power supply; (f) environmental damage including corrosion; and (g) damage from vehicular impact or other external forces.

(c) words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(d) a reference to a party includes its successors or permitted assigns;

(e) a reference to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

(f) any phrase introduced by the terms “other”, “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the generality of the words preceding or following those terms, and shall be deemed to be followed by the words “without limitation”; and (e) references to “in writing” or “written” include e-mail but no other methods of electronic messaging.

2 BASIS OF CONTRACT

(a) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including under any Order) or which are implied by trade, custom, practice or course of dealing.

Terms of sale

Where the Company is committing to fulfil the Customer’s Purchase Order and thereby to the manufacture and supply of a bespoke product to the Customer’s specific requirements, the Order must include the following mandatory information: (i) **Product Identification** : - Unique Product Code - Detailed Product Description - Specific Product Variant (if applicable)

(ii). **Quantity Specifications:** - Exact Quantity Ordered - Units of Measurement - Acceptable Variance Limits (if any) (iii). **Delivery Details:** - Requested Delivery Date - Delivery Location/Address - Preferred Delivery Method - Contact Person for Delivery (iv). Pricing and Payment: - Unit Price - Total Order Value - Payment Terms (v). Additional Requirements - Any Special Handling Instructions - Customization Specification - Compliance or Certification Requirements. Notwithstanding considerations at the request of the Customer and at the discretion of the Company to delay collection or delivery, payment terms will commence from the contractual date of delivery.

The Customer shall ensure that any request for a Fixed-Date Billing with Storage Charges Arrangement are including, in writing, in the Order, states a fixed date for delivery and that the terms of the Order are complete and accurate.

Amendments to the delivery date may subsequently be agreed between the parties in writing. The Customer acknowledges that any agreed Fixed-Date Billing with Storage Charges Arrangement will be for a legitimate business purpose and will constitute a fixed commitment to purchase the Goods. Any other changes to existing orders must be requested by the Customer in writing and approved by the Company. The Company will review the requested changes and provide written approval or rejection within 5 business days. Approved changes may result in adjustments to pricing, delivery dates, or other terms, which will be communicated to the Customer in writing.

(c) The Order shall be deemed to be accepted by the Company when the Company issues a written acceptance of the Order or, (if earlier), the Company commences provision of the Services, manufacture of the Goods, their appropriation to the Customer’s Order or dispatch of the Goods to the Customer. Any Order shall be accepted entirely at the discretion of the Company, at which point and on which date the Contract shall come into existence.

(d) Any request for a Fixed-Date Billing with Storage Charges Arrangement made after the Company’s acceptance of the Order must be made by the Customer, in writing, and specify a fixed date for delivery. Such request shall be accepted entirely at the discretion of the Company.

- (e) Subject to Condition 2(h), the Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company, which is not set out in the Contract.
- (f) A quotation for the Goods and/or Services given by the Company shall not constitute an offer. Unless otherwise agreed in writing or withdrawn earlier by the Company in writing, a quotation shall only be valid for a period of 30 days from its date of issue unless an alternative validity period has been expressed in writing by the Company.
- (g) In case of conflict between these Conditions and the provisions of any supplemental trading terms agreed between the parties, these Conditions shall prevail.
- (h) Any samples, drawings, descriptive matter or advertising issued by or on behalf of the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in its catalogues, brochures or other marketing material are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of these Conditions or have any contractual force. The Company will notify the Customer in writing of any material alterations to any specifications relating to the Goods and/or Services and the Customer shall be deemed to have accepted such alterations unless notice in writing to the contrary shall be received by the Company within 14 days of the Company's notice to the Customer.
- (i) The issuance of the Sales Order Acknowledgment shall constitute confirmation of receipt of the Customer's order but shall not, in itself, constitute acceptance of the Customer's terms and conditions unless expressly agreed in writing by the Company. All orders shall be subject to the Company's terms and conditions of sale as set out in this Agreement.

The Customer shall review, adjust, and return the Handing Form for corrections or amendments prior to production. Modifications may affect the order's description, price, or other aspects, and the Company reserves the right to adjust the order accordingly. The Customer must submit any order modifications within 5 business days of receiving the Handing Form. Where changes are made, the Customer accepts that this may impact the initially agreed delivery date, and the Company shall advise the Customer of such changes.

3 TERMS OF SALE

Where the Company is committing to fulfil the Customer's Purchase Order for the manufacture and supply of bespoke barriers, gates, or related products to the Customer's specific requirements, including any technical specifications, measurements, or safety features, the Contract will be deemed complete on manufacture of said product by the agreed date specified by the Customer in the Handing Form, subject to the payment terms set out in Condition 3. The Customer may cancel an order within 24 hours of placing it without penalty, provided no costs have been incurred by the Company. Cancellations made after 24 hours but before production begins will incur a cancellation fee of 25% of the order value to cover administrative costs and resource allocation. Once production has begun, orders cannot be cancelled, and the Customer will be liable for the full amount of the order.

Notwithstanding considerations at the request of the Customer and at the discretion of the Company to delay collection or delivery, payment terms will commence from the contractual date of delivery.

3 PRICE AND PAYMENT

(a) The Price shall be the price set out in the Company's quotation or estimate or, if no price is quoted, the price set out in the Company's price list published on the date of delivery, or deemed date of delivery, of the Goods or date or performance, or deemed date of performance, of the Services, as applicable.

(b) The Price is exclusive of value added tax or other similar taxes or levies, import and export duties and/or taxes, any other tax or duty, and all costs or charges in relation to packaging, labelling, loading, unloading, delivery, carriage, freight and insurance, all of which amounts the Customer will pay, where applicable, in addition when it is due to pay the Price unless expressly stated

(c) The Company reserves the right to increase the Price by giving notice to the Customer, to reflect any increase in the cost of supplying the Goods and/or Services to the Company that is due to: (i) any factor beyond the Company's control (including foreign exchange fluctuations, tax or duty increases, increase in supplier costs, increase in labour, materials or other manufacturing costs, or changes in any relevant laws);

(ii) any change in the Customer's requirements, including any request by the Customer to change the delivery date(s), quantity or type or design of Goods and/or Services ordered; and/or (iii) any delay caused by the Customer, including the Customer's delay or failure to give the Company adequate or accurate information or instructions in respect of the Goods and/or Services.

(d) If performance of the Contract is suspended with the written agreement of the Company then the Customer shall pay the pro rata Price for Services already carried out, goods supplied or ordered and any other additional costs incurred by the Company, including storage and insurance.

(e) Subject to Condition 3(f) below, in respect of Goods, the Company shall invoice the Customer on or at any time after completion of delivery.

(f) Where the parties have agreed a Fixed-Date Billing with Storage Charges Arrangement, the Company shall invoice the Customer for the Goods and/or Services (as applicable) on or at any time after the Goods are placed into storage. The Company reserves the right to raise further invoices in respect of additional Services provided to the Customer as a result of variations to the Contract.

(g) In respect of Services (as applicable), the Company shall invoice the Customer on or at any time after the performance of the Services for or on behalf of the Customer.

The Customer shall pay all invoices in full and cleared funds without any set-off, counterclaim, deduction, or withholding, by the invoice due date and in accordance with the agreed payment terms. In the event that the due date for payment of any invoice falls on a weekend or public holiday, the due date shall be deemed to be the last working day immediately preceding the original due date. In case of disputed charges or billing errors, the Customer must notify the Company in writing within 10 business days of receiving the invoice. The Company will investigate the dispute and respond within 15 business days. Undisputed portions of the invoice must be paid according to the agreed payment terms.

Time for payment shall be of the essence.

(i) The Company may at any time at its sole discretion require that payment is to be made by letter of credit. Where the Company specifies that payment is to be made by letter of credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional letter of credit in a form satisfactory to the Company and issued and/or confirmed by a bank in England which is acceptable to the Company. No delivery of the Goods or performance of the Services will take place until such a letter of credit has been issued and where appropriate confirmed and the Company is satisfied with all related arrangements. If for any reason payment is due under any letter of credit established for that purpose but not made, the Customer shall nevertheless remain liable to pay the Price, together with all other amounts due under the Contract.

(j) No indulgence granted by the Company to the Customer concerning the Customer's obligations under this Condition 3 shall be or be deemed to be a credit facility, but if any such facility is granted to the Customer by the Company, the Company may withdraw it at its sole discretion at any time. **(k)** If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

(i) cancel or suspend its performance of the Contract or any Order including suspending deliveries of the Goods, installation support, technical documentation, and suspending delivery of any other goods to the Customer and suspending provision of the Services or other services until arrangements as to payment or credit have been established which are satisfactory to the Company;

(ii) require the Customer to pay for Goods and /or Services prior to their despatch or collection from the Company's place of business;

(iii) Pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, any invoice issued by the Company that remains unpaid beyond the stipulated payment terms shall accrue interest at a rate of 2% per month, compounded monthly on the outstanding balance. Interest shall be calculated on the basis of a 30-day month and compounded on the final day of each calendar month, with the compounded interest added to the principal amount and the resultant total subject to interest in the subsequent month. Interest shall accrue from the day immediately following the due date of the invoice until the date of full payment and shall be payable on demand; and

1. the cost of obtaining judgment, all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

(l) Where the Company suspends delivery of the Goods and/or performance of the Services pursuant to Unless otherwise agreed in writing, payment shall be made by the Customer in pounds sterling via bank transfer or credit card. No payment shall be deemed to have been received until the Company has received in full in cleared funds.

3A BILLING AND PAYMENT TERMS

1. **Standard Billing:** The Company shall retain the right to refuse any billing that deviates from its standard billing procedure, which mandates that invoices be issued at the point of delivery. For supply and installation contracts, invoicing will be staged as per the agreed project milestones.
2. **Refusal of Self Billing:** The Company reserves the absolute right to reject customer 'Self Billing' or any analogous billing methods at its sole discretion. In such instances, the Company shall be entitled to impose an administration fee on all invoices.
3. **Payment Terms:** Notwithstanding the billing method employed, the Company's prevailing payment terms shall remain in effect. For standard products, unless otherwise agreed in writing, payment terms are 30 days net from the date of invoice. For custom manufactured items and bespoke solutions, a 50% deposit may be required prior to manufacture. Furthermore, the Company's standard late payment terms shall apply without exception.
4. 3. RIGHT TO OFFSET
5. **Offsetting Payments:** The Company reserves the right to allocate any payments received from the Customer to any outstanding invoice(s) at the Company's sole discretion, including but not limited to any interest, fees, or charges accrued on overdue amounts, only after such Goods have been delivered or deemed delivered under Clause 4 and title has passed to the Customer under Clause 5.
6. **Exceeding Credit Limit or Payment Terms:** In the event that the Customer exceeds their agreed credit limit or fails to adhere to the specified payment terms, the Company may, at its sole discretion and with 5 business days' prior notice, offset any payments made by the Customer against any outstanding amounts due for Goods that have been delivered or deemed delivered under Clause 4 and for which title has passed under Clause 5. In case of payment-related disputes, both parties agree to first attempt to resolve the issue through good faith negotiations. If a resolution cannot be reached within 30 days, the dispute shall be referred to mediation under the rules of the Centre for Effective Dispute Resolution (CEDR). If mediation is unsuccessful, the dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.
7. **Notification:** The Company will notify the Customer of any reallocation of payments within 5 business days following such reallocation, providing details of the original payment allocation, the revised allocation, and confirmation that such reallocation only applies to Goods delivered or deemed delivered under Clause 4 and for which title has passed under Clause 5.
8. **No Waiver:** The exercise of the Company's rights under this clause shall not constitute a waiver of any other rights or remedies available to the Company under this Agreement or applicable law.

4 DELIVERY AND ACCEPTANCE

(a) Delivery of the Goods shall, where the Contract designates a delivery point in the UK, be to such delivery point with appropriate consideration for access requirements for parking equipment, barriers, gates, bollards, and other parking management systems, and otherwise be Free Carrier (FCA), Parking Facilities Limited, Unit 1, Kingsbury Link, Trinity Road, Tamworth, Staffordshire B78 2EX (Incoterms 2020) unless otherwise agreed in writing by the parties. The provisions of Incoterms 2020 shall apply to the Contract, but if there is any conflict between the provisions of Incoterms 2020 and these Conditions, then these Conditions shall prevail. The Company shall provide all necessary delivery documentation, including delivery notes, as applicable to the Goods being delivered.

(a) If the Customer fails to take delivery of the Goods, then:

- (i) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company attempted delivery under Condition 4(a), as applicable; and
 - (ii) the Company may store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance where applicable).
- (b) For the purposes of Condition 4(a), where a Fixed-Date Billing with Storage Charges Arrangement has been agreed, the Goods shall be deemed to have been delivered, and the Customer shall have control, immediately upon the Goods being placed into storage.

- (d) If the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from the Company that the Goods are ready for collection or delivery, the Company shall be entitled (without prejudice to its other remedies under the Contract for such breach) to sell, or at its option destroy, such Goods and to apply the proceeds of their sale and/or their scrap value if destroyed towards payment of all sums due to the Company under the Contract.
- (e) Where the parties have agreed a Fixed-Date Billing with Storage Charges Arrangement, the Company will store the Goods until delivery takes place and charge the Customer for all related costs and expenses as set out in the Order including any subsequent variations including insurance.
- (f) Any times specified by the Company for delivery of the Goods or performance of the Services are intended to be an estimate only. The Company shall provide a detailed delivery schedule within 10 business days of order acceptance, including any phased delivery requirements. While the Company will make reasonable efforts to meet these schedules, time for delivery shall not be of the essence, and the Company shall not be liable for any indirect or consequential losses arising from any delay in delivery.
- (g) If the Company fails to dispatch or deliver the Goods or perform the Services by any specified times, such failure shall not constitute a breach of the Contract and the Company's liability for such failure shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods or services of similar description and quality in the cheapest market available, less the Price. For delays exceeding 30 days from the agreed delivery date, the Customer shall be entitled to claim liquidated damages of 0.5% of the Price for each week of delay, up to a maximum of 5% of the Price. (h) The Company shall have no liability for any failure to deliver the Goods or Services to the extent that such failure is caused due to circumstances beyond its reasonable control, the Customer's failure to provide the Company with adequate delivery or site or other instructions for the Goods or Services or any relevant instruction related to the supply of the Goods or Services.
- (i) Goods, once delivered, cannot be returned unless their return is agreed in advance in writing by the Company.
- (j) Unless otherwise agreed in writing, the Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Customer shall make those licences and consents available to the Company prior to the relevant shipment.
- (k) The Company shall be entitled at its discretion to make delivery of Goods or supply Services by instalments and to invoice the Customer for each instalment individually. Where Goods are delivered or Services are supplied by instalments each such instalment shall be deemed to be sold or supplied under a separate contract to which these Conditions shall apply. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- (l) The Company shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.
- (m) The Customer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations of the United Kingdom and any other applicable local law or regulation.

5 TITLE AND RISK

- (a) The Goods shall be at the risk of the Customer from the time of delivery or deemed delivery of the Goods in accordance with Conditions 4(a), 4(b) or 4(c) or release of the Goods to the Customer, whichever is the earlier. Any materials required to perform the Services shall be at the risk of the Customer from the time such materials are delivered, or deemed to be delivered, to the premises at which the Services are to be performed.
- (b) If for any reason the Customer does not accept delivery of any of the Goods or materials for the Services when they are ready for delivery, or the Company is unable to deliver the Goods or materials for the Services on time because the Customer has not provided appropriate access, instructions, documents, licences, or authorisations:
- the Goods or materials for the Services will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Company's negligence, to the extent risk has not already passed under a Fixed-Date Billing with Storage Charges Arrangement); and

- the Company may store the Goods or materials for the Services until actual delivery and the Customer shall be liable for all related costs and expenses (including storage and insurance).
- (c) The Customer shall be responsible for insuring the Goods, on an all-risks basis, upon risk passing to the Customer.
- (d) Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company until:
- The Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods; and
 - All other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company in cleared funds.

Retention of Title

- 1. Title Retention:** Notwithstanding delivery and the passing of risk, full legal, beneficial, and equitable title to and property in the Goods shall remain vested in the Company until:
 - The Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods; and
 - All other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company in cleared funds.
 - 2. Storage and Identification:** Until title to the Goods has passed to the Customer, the Customer shall:
 - Hold the Goods on a fiduciary basis as the Company's bailee;
 - Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - Not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods; and
 - Maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company. On request, the Customer shall allow the Company to inspect the Goods and the insurance policy.
 - 3. Right of Repossession:** The Company may at any time require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
 - 4. Proceeds of Sale:** If the Customer resells the Goods before the title has passed to it:
 - It does so as principal and not as the Company's agent; and
 - Title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
 - The Customer shall hold the proceeds of any resale of the Goods on trust for the Company in a separate account not mixed with other monies or paid into an overdrawn bank account.
 - 5. Termination of Customer's Rights:** The Customer's right to possession of the Goods shall terminate immediately if:
 - The Customer becomes subject to any insolvency proceedings;
 - The Customer fails to pay any amount due under the Contract on the due date for payment;
 - The Customer is in breach of any of its obligations under the Contract.
- (e) Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:
- The Company may at any time require the Customer to deliver the Goods up to the Company and/or recover and resell the Goods if any of the events specified in Condition 16 below shall occur and/or if any sum owed by the Customer to the Company under any Contract is not paid on the due date for payment. For the purpose of exercising its rights under this Condition 5(e)(i) the Company, its Representatives together with all necessary and appropriate transport shall be entitled to free and unrestricted entry to the Customer's premises and/or all other locations where the Goods are situated;

- The Customer shall hold the Goods on a fiduciary basis as bailee of the Company and shall keep the Goods separate from those of the Customer and third parties, properly stored, protected, insured for their full replacement value, and identified as the Company's property. In the event of administration, liquidation, or any insolvency proceedings, the Goods shall remain the property of the Company, even if sold to a third party for which payment has been received, and the Customer hereby grants the Company an irrevocable license to enter any premises where the Goods are stored to recover them. The Company retains the right to collect its Goods from any third party, and the Customer shall maintain clear records identifying the Company's Goods and their location at all times.
- (f) The Customer may sell the Goods in the ordinary course of its business, but the Customer's right of re-sale shall automatically cease upon the occurrence of any of the events referred to in Condition 16 below and/or if any sum owed by the Customer to the Company under any Contract is not paid on the due date for payment.
- (g) Upon the re-sale of the Goods by the Customer the proceeds of sale thereof shall be received and held by the Customer in trust for the Company (and if so requested by the Company in writing, in a separate bank account in the names of the Company and the Customer) and the Customer will account to the Company for the same, but the Customer shall be entitled to retain any excess over the amount then outstanding under the Contract or any other contract.
- (h) Nothing in this Condition 5 shall entitle the Customer to return the Goods and/or materials or to delay payment.
- (i) The rights and remedies conferred upon the Company by this Condition 5 are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.

6 TESTING AND INSPECTION

- (a) The Customer shall have the right to inspect the Goods or Services upon delivery or completion. Such inspection must be conducted within 7 days of delivery or completion of Services. Failure to inspect and notify the Company of any defects within this period shall constitute acceptance of the Goods or Services as conforming to the Contract. Any testing and inspection requested by the Customer in writing shall be at the Company's premises (at the Customer's expense) and such testing and inspection shall be final and conclusive as to their results.
- (b) The Company shall not be obliged to produce test and performance certificates or safety critical certificates unless agreed otherwise in writing (at the Customer's expense). All products and services provided under this Contract shall comply with the applicable quality standards, industry certifications, and compliance requirements as specified in Appendix C, which is attached to and forms an integral part of this Contract.
- (c) In addition to any costs incurred by the Company in testing the Goods, the Customer shall pay for all test pieces which comply with the Specification.

7 SERVICES

Detailed Scope of Services: The Company shall provide the specific services and deliverables as outlined in Price list of the company which is available upon request by the customer.

Any such delivery dates shall be estimates only and time shall not be of the essence for the performance of the Services.

- (b) The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- (c) The Services will be deemed to be completed and the relevant element of the Price to be due and payable:
- (i) when the Company issues a written notice to the Customer confirming such completion; or
 - (ii) if the Company is available to perform the Services but is prevented from doing so by reason of:
 1. the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or
 2. the condition of the Customer's premises or the site at which the Services are to be provided and/or the facilities at, or the services available therein, at the time agreed for the provision of the Services.

8 WARRANTY

- (a) For the purposes of this Condition 8, "Warranty Period" means, subject to proper maintenance and servicing being carried out in accordance with the Company's specifications:
- (i) for Goods: 12 months from the date of delivery or deemed delivery for mechanical components, and 24 months for electrical control systems when installed by the Company, provided that such warranty shall be void if any unauthorized modifications or repairs are made to the Goods;
 - (ii) for Services: 3 months from the date of completion;
- unless otherwise specified in writing by the Company.
- (b) Where any Goods and/or Services (or any part thereof) are shown by the Customer during the Warranty Period, to the reasonable satisfaction of the Company, not to comply materially with the Specification or fail to meet the following quality standards. Goods and services supplied shall be in adherence to the governing quality body accredited to the company at the time of customer placing its order with the customer. The Company shall at its sole discretion:
- (i) repair or make good such non-conformance free of charge to the Customer; or
 - (i) replace such Goods with goods which are in all respects in accordance with the Specification or reperform such Services; or
 - (i) issue a credit note to the Customer in respect of the whole or part of the Price paid by the Customer in relation to such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services,

subject, in every case, to Conditions 8(b), 8(d) and 8(e) below, provided that, subject to Condition 10(d) below, the liability of the Company under this Condition 8 shall in no event exceed the Price of such Goods or Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty. (b)Condition 8(a) above shall not apply unless the Customer:

- (f) notifies the Company in writing within 7 days of becoming aware of such non-conformance; and returns all defective Goods or materials relating to the Services to the Company's premises, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permits the Company to have access to the Goods or such materials at the Customer's premises or other location where they may be or where the Services were performed for such purposes; and

To evidence a dispute concerning faulty goods supplied, the Customer must provide (i) **Detailed Description:** A comprehensive explanation of the fault or issue with the goods. (ii) **Photographic Evidence:** Clear images showing the defect or damage. (iii) **Purchase Documentation:** Copies of the purchase order, invoice, and any relevant correspondence. (iv) **Inspection Report:** Any third-party inspection or assessment reports detailing the fault. (v) **Usage Records:** Documentation of how the goods were used, including any maintenance records.

Return Request: A formal request for return or replacement, specifying the desired resolution.

Warranty: The Company's guarantee regarding the quality, functionality, and performance of Goods and Services as set forth in Condition 8, including any extended warranty options that may be offered and purchased separately.

- (iii) the Customer has properly and correctly stored, installed and/or used the Goods.
- (c) If the Company elects to replace the Goods or re-perform the Services pursuant to Condition 8(a), the Company shall deliver the replacement Goods to or re-perform the Services for the Customer at the Company's own expense at the address to which the defective Goods were delivered and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to deliver up to the Company the defective Goods which are being replaced or materials relating to the previously performed Services on or before the date of delivery of the replacement Goods or re-performance of the Services.
- (d) The Company shall be under no liability under the warranty at Condition 8(a): (i) in respect of any defect:
1. caused by damage in transit after delivery; or
 2. arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), improper handling, alteration, installation, repair, maintenance, storage, misuse or alteration or repair of the Goods without the Company's approval, in each case after delivery;

- (ii) if the total price for the Goods or Services has not been paid by the due date for payment;
- (iii) for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer or for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;
- (iv) in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or
Company by notice in writing; or
- (v) if the Customer makes any further use of the Goods after giving notice in accordance with Condition 8(b).
- (e) Insofar as the Goods comprise or contain equipment or components which were not manufactured or produced by the Company, the Customer shall be entitled only to such warranty or other benefit as the Company has received from the manufacturer.
- (f) If, having carried out the necessary examinations and tests under this Condition 8, the Company believes (in its reasonable opinion) that the Goods do materially comply with the Specification, the Customer shall reimburse the Company for any reasonable costs that have been incurred in examining and testing the relevant Goods.
- (g) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law (including the conditions implied by s12-16 of the Supply of Goods and Services Act 1982 and s13-15 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- (h) These Conditions shall apply to any repaired or replacement Goods or Services supplied by the Company; save that any such repaired or replacement Goods or Services shall only be warranted for the residual unexpired Warranty Period, if any.

(i) Extended Warranty Option

The Company may, at its sole discretion, offer the Customer the option to purchase an extended warranty in respect of the Goods and/or Services. Any such extended warranty shall be subject to separate terms and conditions and priced upon application. The availability, scope, and duration of the extended warranty shall be confirmed by the Company in writing upon request. Nothing in this Condition shall oblige the Company to offer or grant any extended warranty.

9 CUSTOMER'S OBLIGATIONS

(a) The Customer shall:

- (i) co-operate with the Company in all matters relating to the Services;
- (ii) provide the Company and its Representatives with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the

Services;

- (iii) provide the Company with such information and materials as the Company may reasonably require to supply the Services (including a fixed date for delivery in respect of all Fixed-Date Billing with Storage Charges), and ensure that such information is accurate in all material respects;
- (iv) prepare the Customer's premises for the supply of the Services;
- (v) obtain and maintain all necessary licences, permissions, authorisations and consents which maybe required for the Services before the date on which the Services are to start; (vi) keep and maintain all materials, equipment, documents and other property of the Company ("Company Materials") at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- (vii) provide any other assistance reasonably required by the Company.

- (b) It will be the responsibility of the Customer in cases where construction or erection is to take place at the Customer's site, or at a site directed by the Customer (unless the Company agrees otherwise in writing), to ensure:

adequate and accurate foundations, pad stones, holding down bolts to columns and similar items (being properly cast into the concrete or other material using taper boses or similar means to ensure the bolts are loose for alignment purposes) sufficient to support or hold the Company's structures are provided prior to the Company's arrival on site;

- (i) firm and accurate building lines levels and positions are located and details given to the Company when it is ready to commence erection;
- (ii) all necessary scaffolding and other works and all necessary builders works (including works of cutting away and making good) are provided; and
- (iii) the Customer will off load and store free of cost to the Company all Goods and materials if the Company has no Representatives employed at the site at the time of delivery.

- (i) the Company shall, without limiting its other rights or remedies, 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;

Customer Default prevents or delays the Company's performance of any of its obligations; (ii) Condition 9(c)

- (ii) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

(iii) Site Visits, Remedial Work, and Associated Costs

- (iv) The following provisions shall apply where the Customer requests the Company to attend any site for the purpose of investigating, assessing, or carrying out remedial work in relation to the Goods and/or Services supplied:

- (v) The Customer shall be fully liable for all costs and expenses incurred by the Company in connection with any such attendance. These costs shall include, without limitation, travel expenses, accommodation, subsistence, and the Company's prevailing hourly or daily rates for time spent on site.

- (vi) No site visit shall be undertaken by the Company unless and until the Customer has issued an open Purchase Order covering all anticipated costs associated with the visit, and such Purchase Order has been formally accepted by the Company in writing.

- (vii) The Company shall retain absolute discretion in the selection, appointment, and deployment of its personnel for the purposes of any site attendance or remedial work.

- (viii) The Customer shall, at its sole cost, ensure that it maintains in force, at all relevant times, adequate public liability insurance to cover the presence and activities of the Company's personnel while on site at the Customer's request. Evidence of such insurance shall be provided to the Company upon reasonable request.

- (ix) In cases where the Goods remain within the applicable Warranty Period, the Customer shall not be liable for the costs referred to in sub-clause (i) above, provided that the Company determines, acting reasonably and following inspection, that the issue falls within the scope of its warranty obligations under Condition 8. For the avoidance of doubt, costs shall remain payable by the Customer where any fault is attributable to improper installation, misuse, neglect, accidental or wilful damage, or any other factor excluded under the warranty terms.

- (x) Where it is determined that the Goods are not at fault, the Customer shall remain fully liable for all costs incurred pursuant to this Condition 8(j), including, where applicable, restocking charges in respect of any Goods returned or replaced.

(xi) Environmental Impact Notification Clause

It is the sole responsibility of the Customer to notify the Company, in writing and in advance of manufacturing (in the case of bespoke Goods) or delivery (in the case of stock items), of any environmental factors or site conditions that may reasonably be expected to affect the performance, safety, suitability, or integrity of the Goods. This includes, without limitation, exposure to water, chemicals, corrosive substances, extreme temperatures, or proximity to industrial, hazardous, or contaminated locations. The Company shall bear no liability for any deterioration, malfunction, or failure of the Goods arising directly or indirectly from such environmental conditions, whether disclosed or not. The Customer shall fully indemnify and hold the Company harmless against any and all losses, damages, claims, costs, or expenses incurred as a result thereof.

(xii) Barriers and Gates Supply Clause

Where the Customer places an order for barriers and/or gates exceeding ten (10) metres in length, full responsibility for their operation, safety, and any associated risks shall rest exclusively with the Customer. The Company reserves the right to recommend design modifications and, where considered necessary, to decline the manufacture of such Goods.

10 LIMITATION OF LIABILITY

- (a) Subject to Condition 10(d) below, the Company shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, howsoever arising, in connection with the Contract for any (i) indirect or consequential loss (except in cases of death, personal injury, or fraud); (ii) loss of profits; (iii) loss of business; (iv) depletion of goodwill or similar losses; (v) loss of anticipated savings; (vi) loss of goods; (vii) loss of contract; (viii) loss of use; (ix) loss or corruption of data or information; or (x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, even if the Company has been advised of the possibility of such losses.
- (b) Subject to Conditions 4(g), 10(a) and (d), the total aggregate liability of the Company arising out of, or in connection with the performance or contemplated performance of the Contract, whether for negligence or breach of contract or any case whatsoever, shall in no event exceed 100% of the Price paid or payable to the Company.
- (c) Each party agrees that the Price is set by the Company taking into account the limitation of the Company's liability as set out in these Conditions. Each party agrees that the limitation of the Company's liability as set out in these Conditions is reasonable.
- (d) Nothing in these Conditions shall exclude or limit the Company's liability for:
 - (i) death or personal injury resulting from the negligence of the Company, its servants or agents by operation of Section 2(1) Unfair Contract Terms Act 1977;
 - (ii) fraud or fraudulent misrepresentation.
 - (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (iv) breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (v) any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

11 FORCE MAJEURE

If the Company's ability to perform any of its obligations under the Contract is affected by any circumstances beyond its reasonable control (including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure) further performance of the Contract shall be suspended for so long as the Company is so affected provided that if the performance of the Contract shall be suspended for more than six consecutive calendar months the Customer shall be entitled by written notice to the Company to terminate the Contract or to cancel any outstanding part thereof and the Customer shall pay the pro rata Price for all Goods and Services supplied and materials used by the Company to the actual date of such termination. Subject to Condition 10(d) above, the Company shall not be liable for any direct, indirect or consequential or special loss or damage suffered by the Customer, howsoever arising, as a result of the Company's inability to perform its obligations under the Contract due to circumstances beyond its reasonable control.

12 CUSTOMER'S PROPERTY

All Customer Property shall be deemed to be entirely at the Customer's risk and the Company shall not be liable for any loss of or damage to any Customer Property whilst it is in the possession of the Company or in transit unless such loss or damage is due directly to the negligence of the Company, its servants or agents. The Customer shall insure all Customer Property on an all-risk's basis.

13 LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts due and payable by the Customer to the Company have a general lien on all Goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of at least 14 days' notice to the Customer, to dispose of such Goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

14 HEALTH AND SAFETY

The Customer agrees to pay due regard to any information supplied by the Company relating to the use for which the Goods or product of the Services are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person, and the Customer represents, warrants and undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above.

15 COMPLIANCE

- (a) The Customer shall, and shall procure its Representatives shall, comply with (i) all applicable laws, including all relevant anti-corruption, anti-bribery, anti-slavery and data protection laws, and (ii) the HS Policies and Privacy Policies, in each case in connection with the Contract, the Goods and Services (including any re-sale or use of the Goods) and the Company's business ("Compliance Requirements").
- (b) The Customer shall demonstrate its compliance with the requirements referred to in Condition 15(a) at the request of and to the satisfaction of the Company, which includes providing (i) all information requested by the Company, (ii) the Company with access to all relevant premises for the purpose of inspection, and (iii) the specific export control classification of the goods/services being provided under this Contract. The specific export control classification shall be provided by the Company in writing prior to shipment of any Goods. The Customer is expressly prohibited from re-exporting or transferring any goods, services, or technical information provided under this Contract to any third country without prior written authorization from the Company, in compliance with applicable export control regulations.
- (c) The Customer shall comply with all applicable export control laws and regulations of relevant jurisdictions. The Customer shall immediately notify the Company in writing within 24 hours if there is a breach or suspected breach of the Compliance Requirements, and shall provide a detailed written report within 5 business days outlining the nature of the breach, parties involved, and remedial actions taken or proposed, including any export control violations, and shall provide full details of the breach and any remedial actions taken. If there is a breach of the Compliance Requirements or the Customer otherwise fails to comply with this Condition 15, the Company shall be entitled, in its sole discretion, to terminate the Contract and any other contracts between the Customer and the Company without liability, and the Customer shall indemnify the Company in full for any losses suffered by the Company as a result of such termination.
- (d) The Customer shall conduct comprehensive screening against current denied party lists, prohibited party lists, and sanctioned country lists prior to any transaction. This screening must be performed for all parties involved in the transaction, including but not limited to end-users, intermediaries, and final destinations. The Customer must immediately notify the Company of any potential matches or restrictions discovered during screening.
- (e) The Customer shall maintain complete and accurate records of all transactions, export documentation, licenses, and compliance-related information for a minimum of five (5) years after the completion of each transaction. These records shall be sufficiently detailed to demonstrate full compliance with all applicable export control laws and regulations. The Company shall have the right to audit these records upon reasonable notice.

15 TERMINATION

- (a) The Company shall be entitled, without prejudice to the Company's other rights and remedies (including any warranty claims), either to terminate wholly or in part any or every Contract between the Company and the Customer and/or to suspend any further deliveries of Goods, or performance of Services, in any of the following circumstances:
- (i) non-compliance by the Customer with the Company's terms of payment set out in Condition 3 above;
 - (ii) the Customer has failed to provide a letter of credit or guarantee, bill of exchange or any other security required by the Contract;
 - (iii) the Company becomes aware or is of the reasonable opinion that the Customer is in breach of the Compliance Requirements;
 - (iv) the Customer makes or proposes in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 or any other composition or scheme or arrangement with, or assignment for the benefit of, any of its creditors;
 - (v) the Customer becomes subject to an administration order or becomes bankrupt or goes into liquidation;
 - (vi) the Customer has a petition presented for its winding up (which is not dismissed within 21 days of its service);
 - (vii) the Customer proposes, makes or is subject to a company voluntary arrangement, a composition with its creditors generally or a scheme of arrangement under Part 26 or Part 26A of the Companies Act 2006;
 - (viii) an encumbrancer takes possession of, or a receiver or administrative receiver or similar officer is appointed in relation to, any of the assets, undertaking or income of the Customer;
 - (ix) the Customer suspends, or threatens to suspend, payment of its debts (whether of the principal or interest amount) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (x) the Company reasonably believes that any of the events mentioned in Conditions 16(a)(i) to (ix) above, or any equivalent or similar event under any relevant laws to which the Customer or any connected person is subject, has occurred or may occur; or
 - (xi) the Customer or any connected person commits any breach of the Contract or any other contract whenever made between the Customer and the Company.
- (b) Termination of Contract shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- (c) On termination of the Contract for any reason the Customer shall immediately pay to the Company all outstanding unpaid invoices and interest and in respect of Services and Goods supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt and the Customer shall promptly:
- (i) return to the Company all equipment, materials and property belonging to the Company that the Customer has in its custody, including the Company Materials;
Customer has in its custody, including the Company Materials;
 - (ii) return to the Company all documents and materials (and any copies) containing the Company's Confidential Information.
Confidential Information;
 - (iii) erase all of the Company's Confidential Information from its computer systems (to the extent possible); and
 - (iv) on request, certify in writing to the Company that it has complied with the requirements of this Condition.
- (d) On termination of the Contract, Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

17 INTELLECTUAL PROPERTY

Any Intellectual Property Rights created by the Company during the performance of the Contract or otherwise in the manufacture of the Goods or provision of the Services shall be and remain the Company's property. The Customer shall not reverse engineer, decompile, or attempt to derive the source of any Company Intellectual Property Rights. All pre-existing Intellectual Property Rights owned by either party prior to the commencement of this Contract shall remain the sole property of that party. Each party acknowledges and agrees that it shall not acquire any rights in the pre-existing Intellectual Property Rights of the other party except as expressly provided in this Contract.

The Company hereby represents and warrants that: (a) it has the full right, power, and authority to sell, transfer, or license the Intellectual Property Rights contemplated in this Contract; (b) the Intellectual Property Rights do not infringe upon any third-party rights; (c) the Company has not received any notice of potential infringement claims related to the Intellectual Property Rights; and (d) to the best of its knowledge, the Intellectual Property Rights are free from any encumbrances that would prevent their full transfer or licensing as contemplated in this Contract.

Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the Intellectual Property Rights of the Company. In the event that the Company grants a license to the Customer, such license shall be specified in a separate agreement detailing the scope, duration, and territory of the license grant.

18 CONFIDENTIALITY

The Customer shall keep and procure to be kept secret and confidential all Confidential Information disclosed to it or obtained by it as a result of the relationship of the parties under the Contract and shall not use or disclose the same, save for the purposes of the proper performance of the Contract or with the prior written consent of the Company. This obligation shall survive the termination or expiration of this Contract for a period of five (5) years.

19 DATA PROTECTION

- (a) In this Condition 19, the terms 'Controller', 'Data Subject', 'Personal Data', 'Personal Data Breach', 'Processing', and 'Processor' shall have the meanings given to them in Data Protection Laws, and 'Process' and 'Processed' shall be construed accordingly.
- (b) The Customer and the Company shall each Process Personal Data in order to perform their respective obligations under the Contract (the "Common Data") in accordance with applicable Data Protection Laws, including but not limited to the UK GDPR and Data Protection Act 2018. The Customer shall indemnify and hold harmless the Company against all losses, costs, liabilities, damages, expenses (including reasonable legal fees), fines, and penalties arising from or in connection with the Customer's breach of applicable Data Protection Laws or its obligations under this Condition 19.
- (c) The Customer and the Company acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the Contract, in most instances, the Customer and the Company shall each be a Controller of the Common Data in common with the other.
- (d) In respect of the Common Data, the Customer and the Company shall each:
 - (i) comply with their respective obligations under the Data Protection Laws;
 - (ii) use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and
 - (iii) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.

consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.

20. NOTICES

- (a) Any notice required to be given to a party under or in connection with the Contract shall be in writing and:
- (i) sent to the relevant party's address by pre-paid first-class post or mail delivery service providing proof of delivery;
 - (ii) delivered to or left at that party's address; or
 - (iii) sent by e-mail to that party's email address.

The address for the service of notices will be the receiving party's registered office (if a company) or (in any other case) its principal place of business and, in the case of email, such email address as confirmed in writing by each party from time to time to be used for the receipt of notices under the Contract.

- (b) Any notice given in accordance with Condition 20(a) will be deemed to have been served if given:
- (i) by first class post or mail delivery service, in each case as set out in Condition 20(a)(i), at 9.00 a.m. on the second Business Day after the date of posting;
 - (ii) as set out in Condition 20(a)(ii), at the time the notice is delivered to or left at that party's address; and
 - (iii) as set out in Condition 20(a)(iii), at the time of sending the e-mail, subject to the additional requirements in Condition 20(c);

provided that if a notice is deemed to be served before 9.00am (London time) on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm (London time) on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

- (f) 20(c) If a notice is given by e-mail, the title to the e-mail shall begin with the words "Service of Notice" and a copy of the notice shall be sent to the receiving party's address (in accordance with Condition 20(a)) by pre-paid first-class post or mail delivery service providing proof of delivery within one Business Day after sending the e-mail. The requirements set out in this Condition 20(c) shall be conditions precedent to valid service of the relevant notice by e-mail.

21. GENERAL

- (a) If at any time any one or more of the provisions of these Conditions become invalid, illegal, void or unenforceable in any respect under any applicable law, such provision will be deemed to be severed from the Contract and the parties shall negotiate in good faith to modify such provision to the minimum extent necessary to make it valid, legal and enforceable. The validity and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.
- (b) Nothing in the Contract shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- (c) The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.
- (d) The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it, or any rights or obligations under it, without the prior written consent of the Company, such consent to be granted or withheld at the Company's sole discretion. Any attempted assignment, charge, subcontract or transfer in violation of this provision shall be void.
- (e) The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person, including but not limited to any affiliate or group company, and in the case of such assignment, charge, subcontract or transfer, the Company may elect to be released from any further liability under the Contract (other than liability for fraud or fraudulent misrepresentation) upon written notice to the Customer, provided that (i) any such release shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of release, and (ii) the assignee has agreed in writing to be bound by the terms of this Contract.
- (f) Subject to Condition 21(g) below, a person who is not a party to the Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.

- (g) The Company and any member of its group may enforce the provisions of the Contract that confer a benefit upon them subject to Condition 21(h).
- (h) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- (i) No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

22. GOVERNING LAW AND DISPUTES

- (a) The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any choice of law or conflict of law provisions.
- (b) If the Customer is a company registered and/or domiciled in the European Union, the European Economic Area, or the United Kingdom then all disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which the parties irrevocably submit. The parties agree that service of process or of any other documents in connection with proceedings in any such court may be affected in any manner permitted by law.
- (c) If the Customer is a company registered and/or domiciled outside of the European Union or the United Kingdom then all disputes or claims arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators, unless the amount in dispute is less than £100,000, in which case one (1) arbitrator shall be appointed in accordance with such rules. Such arbitration shall take place in the English language in London, England. The seat of the arbitration shall be in London, England. The arbitration tribunal shall consist of three arbitrators unless the parties agree otherwise in writing. The Company shall have the right, at its sole discretion, to seek interim or permanent injunctive relief, specific performance, or other equitable remedies in any court of competent jurisdiction notwithstanding this arbitration provision, and such action shall not be deemed incompatible with or a waiver of this agreement to arbitrate. The Customer hereby waives any objection to such proceedings on grounds of venue or forum non convenienc. This Condition will be governed by the law of the seat.
- (d) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Conditions or the Contract.

23. LANGUAGE

The Contract is drafted and entered into in the English language. All amendments to the Contract and all other documents provided under or in connection with the Contract shall be in the English language. If the Contract, or any documents provided under or in connection with the Contract, are translated into any other language, the English language version shall prevail. Any translations shall be at the expense of the requesting party and must be prepared by a certified translator approved in writing by the Company. The requesting party shall indemnify the Company against any losses, damages, costs or expenses arising from any errors or omissions in such translations.



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