



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 The following terms will have the following meanings:

Agreement means together, the Purchase Order (including any documents referred to in the Purchase Order) and these standard terms and conditions.

Applicable Laws means any applicable: (a) laws, statutes, legally binding rules and regulations; (b) codes of practice, orders, or directions issued by any judicial, governmental or other regulatory authority; and (c) industry regulations and standards that are legally binding or that are issued by self-regulating bodies/industry associations, in each case, including all applicable laws in force from time to time relating to: (i) anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking (such as the UK Modern Slavery Act 2015); (ii) anti-bribery, sanctions, export control and anti-corruption (such as the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the UN Convention Against Corruption); (iii) data protection and privacy (such as the General Data Protection Regulation 2016/679); and (iv) criminal finances and the anti-facilitation of tax evasion (such as the UK Criminal Finances Act 2017).

Confidential Information means the terms of this Agreement and any and all confidential information or material in any form (whether before, on or after the date of this Agreement) provided by or on behalf of Crowcon and/or its Affiliates in connection with this Agreement.

Crowcon Materials means any and all materials, data and other property of whatever nature that may be supplied by Crowcon to Supplier in connection with this Agreement (together with all IPR subsisting therein).

Fees means the fees detailed in the Purchase Order.

Goods/Services means the goods and/or services detailed in the Purchase Order (and **Goods** and **Services** will be construed accordingly).

Infringement Claim means any claim that the receipt and/or the use (in accordance with the terms of the Agreement) of the Goods/Services by Crowcon infringes the rights (including the Intellectual Property Rights) of any person.

IPR means all intellectual property rights of any nature existing anywhere in the world in each case for their full term and together with any revivals, renewals or extensions.

Policies means all policies that Crowcon provides to Supplier (as updated from time to time) (including all Halma PLC group policies available www.halma.com/sustainability and the Crowcon privacy policy available www.crowcon.com/privacy-policy).

Purchase Order means the Crowcon purchase order, which includes the PO number, to which these terms are attached.

Unacceptable Content means any material which: (a) is in any way harmful to Crowcon or its systems; (b) contains any open source (or similar) software; (c) is offensive, blasphemous, obscene, defamatory or illegal; and/or (d) breaches any Applicable Laws.

1.2 Use of the terms **include(s)** or **including**, or similar expressions, will be read without limitation.

2. SUPPLY OF THE GOODS/SERVICES

2.1 Supplier will supply the Goods/Services: (a) using reasonable skill and care; and (b) in strict compliance with: (i) the requirements of this Agreement; and (ii) all Policies.

2.2 The Goods/Services will: (a) conform to the applicable specification(s) (including any descriptions, service levels or other quality assurances detailed in the Purchase Order) and any approved samples/prototypes/trial goods accepted by Crowcon prior to delivery; (b) be free from defects in workmanship, material and design; (c) be of satisfactory quality and fit for the purpose for which supplied (including any purpose held out by Supplier or made known to Supplier by Crowcon); (d) be merchantable; and (e) be free and clear of all liens, security interests or other encumbrances.

2.3 Supplier will: (a) be available on reasonable notice to provide assistance, information or advice reasonably required by Crowcon in relation to the Goods/Services; (b) be responsible for providing all facilities, assets, personnel and other resources necessary to provide the Goods/Services in compliance with the Agreement; and (c) obtain all rights, licences, registrations and permissions (and pay any related fees) necessary to provide the Goods/Services in compliance with the Agreement.

2.4 If Supplier provides or intends to provide goods or services identical or similar to the Goods/Services to any competitor of Crowcon at any time during the Term, it will notify Crowcon in advance and provide reasonable detail of such goods or services (to the extent permitted by any confidentiality obligations of Supplier and by Applicable Law). Supplier will have in place appropriate procedures to ensure that no conflict of interest or detriment to Crowcon will arise from the provision of goods or services to any such competitor.

2.5 Supplier will deliver any Goods to the agreed delivery location on the date set out on the Purchase Order. Unless the Purchase Order states otherwise, risk in the Goods will pass to Crowcon on the completion of delivery and (where applicable) installation of the Goods at the delivery location and title to any Goods will pass to Crowcon on the earlier of delivery and payment of the applicable Fees. Crowcon will not be deemed to have accepted any Goods until it has had a reasonable opportunity (following its receipt of them) to ascertain whether they comply with the requirements of the Agreement or, in the case of a latent defect, until a reasonable time after that defect has become apparent. If any Goods delivered by Supplier do not comply with the requirements of the Agreement, Crowcon may reject such Goods and require Supplier to repair or replace the rejected Goods, at Supplier's sole cost within such timescale as is reasonably required by Crowcon (and in any event within 14 days). Alternatively, Crowcon may engage a third party to repair or replace the rejected Goods and the Supplier will indemnify Crowcon against all reasonable costs incurred by Crowcon and against any loss or damage suffered by Crowcon as a result of the non-compliant Goods.

2.6 Supplier will notify Crowcon of any anticipated delay to delivering the Goods/Services and provide all relevant details. On receipt of such notification, or where delivery is made after the date within the Purchase Order, Crowcon may, on written notice, cancel the Purchase Order without any further obligation under that Purchase Order, if such delay is not attributed to any action or inaction by Crowcon.

2.7 Supplier will ensure that all Goods/Services are supplied in compliance with (a) all Applicable Laws, regulations, orders and requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which Crowcon and its customers and end users are established, conduct business; and (b) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods/Services. In addition (and without prejudice to the foregoing), Supplier will notify Crowcon of any export controls or further licensing requirements for any Goods/Services and will provide all necessary assistance in respect of the same.

2.8 In respect of Goods, unless expressly agreed in the Purchase Order Supplier will: (a) not cease to manufacture and/or supply any Goods or change their specification without Crowcon's prior written consent; and (b) provide Crowcon with all required technical and warranty support for the Goods and maintain sufficient quantities of the Goods for spare parts for a period of at least 7 years from the date of delivery. If Crowcon has a legal or contractual obligation to make available Crowcon Products available for a longer period, Crowcon will advise Supplier and Supplier will supply the Goods for this longer time period.

2.9 Where there is an actual or suspected serial, or otherwise material, defect in a Crowcon Product which Crowcon reasonably suspects to be due to the Goods, Supplier will upon request: (a) immediately carry out a full investigation into the Goods; and/or (b) cooperate fully with Crowcon's investigation into the Goods, to determine the cause of the defect, evaluate any safety aspects and determine the required remedial action.

2.10 If Crowcon or anybody of competent jurisdiction initiates a product recall or other equivalent action (**Product Recall**) then Crowcon will have sole control of such Product Recall and all matters relating to the Product Recall (including the making of any public statements). Supplier will provide all help and assistance requested by Crowcon and not make any admissions, comment or public statements in respect of such Product Recall or any Crowcon Product. If such Product Recall is attributable in any way to the Goods or Crowcon reasonably suspects such Product Recall to be attributable to the Goods: (a) Supplier will be responsible for, and will indemnify Crowcon, its group companies and any of their respective shareholders, employees, directors and officers from and against, any and all claims, actions, liabilities, losses, damages, penalties, fines, costs and expenses sustained or incurred by any of them arising out of or in



connection with the Product Recall (including as a result of returns from End Users); (b) provide reasonable assistance to all End Users and accept and reimburse all returns (at Supplier's cost); and (c) Crowcon will be released from any future obligations to purchase Goods under this Agreement.

3. **PAYMENT**

3.1 Supplier will invoice Crowcon the Fees in accordance with the agreed payment schedule or, if there is no payment schedule, after completion of the relevant Services / delivery of the relevant Goods.

3.2 All payments by Crowcon to Supplier will only be made if Crowcon receives a valid invoice which must include the VAT registration number, PO number and account for payment. Unless otherwise expressly agreed in the Purchase Order, Crowcon will pay undisputed and properly provided invoices within 60 days of receipt. Before making any payment, Crowcon is entitled to make deductions in respect of any disputes or claims Crowcon or any Crowcon group company has with Supplier.

3.3 The Supplier will not be entitled to any other consideration for the provision of the Goods/Services.

4. **WARRANTIES, INDEMNITIES AND LIABILITIES**

4.1 Supplier represents and warrants to Crowcon, on an ongoing basis, that: (a) there is no restriction which prevents or might prevent it from fully performing its obligations pursuant to this Agreement; (b) the Goods/Services will not include or give access to any Unacceptable Content; and (c) the provision by Supplier, and the receipt and use by Crowcon (in accordance with the terms of the Agreement), of the Goods/Services will not infringe the Intellectual Property Rights, or violate any other rights, of any person.

4.2 Supplier will indemnify Crowcon, its group companies and any of their respective shareholders, employees, directors and officers from and against any and all claims, actions, liabilities, losses, damages, penalties, fines, costs and expenses sustained or incurred by any of them arising out of or in connection with: (a) any breach of Applicable Laws; (a) any use by Supplier of any Confidential Information or Crowcon Materials other than in accordance with the terms of this Agreement; or (b) any Infringement Claim.

4.3 In respect of any Infringement Claim: (a) upon becoming aware of such claim, Crowcon will promptly notify Supplier; (b) each party will (at Supplier's sole cost and expense) provide reasonable co-operation to the other party in the defence and settlement of such claim; and (c) Supplier will, upon its written request, be given sole authority to defend or settle such claim, provided that (i) Supplier keeps Crowcon informed of the progress of its defence or settlement; and (ii) Supplier does not compromise or settle such claim without unconditionally releasing Crowcon of all liability in respect of such claim.

4.4 Nothing will limit either party's liability for: (a) the indemnity provided at clause 4.2; (b) wilful misconduct or deliberate default; (c) breaches of clause 7; (d) death or personal injury caused by that party's negligence; (e) fraud (including fraudulent misrepresentation); or (f) any other liability that cannot be excluded or limited by law.

4.5 Subject to clause 4.4, neither party will be liable, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, for any indirect or consequential loss.

5. **TERMINATION**

5.1 Either party may terminate this Agreement: (a) on provision of written notice to the other party if the other party is in material breach of this Agreement and: (i) such breach is capable of remedy but that party has failed to remedy such breach within 14 days of the date of written notice from the terminating party requiring it to do so; or (ii) such breach is incapable of remedy; or (b) if the other party becomes unable to pay its debts or becomes insolvent, or the other party enters into or proposes any composition or arrangement with its creditors generally, or anything analogous to any of these events occurs to the other party.

5.2 Crowcon may terminate this Agreement at any time by giving at least 7 days' prior written notice to Supplier. Crowcon will reimburse Supplier for all reasonable, non-recoverable, direct costs incurred by Supplier in providing the Goods/Services expressly referred to on the relevant Purchase Order only (and not any forecasts or other order commitments not subject to the relevant Purchase Order) prior to the date of termination, provided that Supplier uses reasonable endeavours to minimise all such costs.

5.3 On termination or expiry of this Agreement, Supplier will promptly: (a) return or destroy (as chosen by Crowcon and at no cost to Crowcon) all

copies of Confidential Information in its control and provide written confirmation that such return/destruction has taken place; and (b) refund such portion of the Fees as relates to the period after expiry or termination, if any, on a pro rata basis. Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry. Any provision of this Agreement that is intended to continue in force on or after termination or expiry will remain in full force and effect.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 Supplier acknowledges and agrees that Crowcon and/or its licensors are, and will at all times remain, the sole owner(s) of Crowcon Materials. Crowcon Materials will constitute Confidential Information.

6.2 Crowcon will be the sole owner of all IPR subsisting in any output/materials arising from the Goods/Services. Supplier assigns all IPR in the same to Crowcon with full title guarantee. Supplier will notify all details of any such IPR to Crowcon upon its creation and the assignment in this Clause will take effect in relation to such IPR from the point of creation.

7. **CONFIDENTIALITY & ANNOUNCEMENTS**

Supplier will not at any time: (a) use any Confidential Information except as strictly necessary for the purpose of this Agreement; (b) disclose to any person any Confidential Information; or (c) release or authorise any press release, media communication or publication of any sort in relation to this Agreement without the prior written consent of Crowcon. This includes any use of Crowcon's name or brand in any publicity or marketing materials.

8. **GENERAL**

8.1 Notices must be sent in writing to the address in the Purchase Order or to such other address as a party may specify in writing. Notices may be sent by hand, by email, by registered post, or by courier (except that any notice of termination or breach may not be served by email).

8.2 Crowcon may assign, subcontract or transfer any or all of its rights or responsibilities under this Agreement to any Crowcon Group company. Supplier is not permitted to assign, subcontract or transfer to any third party its rights and/or responsibilities under this Agreement, in whole or in part, except with the prior written consent of Crowcon.

8.3 If any court finds that any part of this Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of this Agreement will be affected.

8.4 All terms or conditions of Supplier are excluded from this Agreement and the terms of this Agreement may only be amended or varied by a written and signed agreement. This Agreement contains the whole agreement between the parties and replaces all prior arrangements relating to its subject matter.

8.5 Any right or remedy granted to a party under this Agreement, or the exercise of any such right or remedy, does not prejudice, limit or exclude any other right or remedy to which that party is or may become entitled. A party's failure or delay in exercising any right or remedy will not waive such right or remedy.

8.6 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation in any other jurisdiction to enforce any term except where a group company is expressly stated to be entitled to benefit from this Agreement.

8.7 This Agreement may be executed in any number of counterparts.

8.8 Any dispute or claim arising out of or in connection with this Agreement will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement.