

# SEVENSYS INVESTMENTS CC

## MASTER TERMS AND CONDITIONS OF SALE, SUPPLY, INSTALLATION, SYSTEM INTEGRATION, SUPPORT, DATA PROCESSING, NETWORK ACCESS, PREMISES ACCESS AND RELATED SERVICES

### 1. Application, incorporation and binding effect

1.1 These Terms and Conditions (“the Terms”) shall govern, regulate and apply to every quotation, estimate, proposal, design submission, assessment, sale, wholesale sale, supply transaction, purchase order, delivery, installation, integration, programming, configuration, commissioning, support engagement, maintenance visit, advisory service, technical assessment, remote support session, site inspection, showroom demonstration, premises entry, website interaction, WiFi or network connection, event attendance, warehouse access, collection, dispatch, and all other dealings of whatsoever nature between Sevensys Investments CC, including its members, officers, employees, subcontractors, agents, representatives, successors, assigns and any trading division or brand used by it (“the Company”), and any customer, purchaser, client, visitor, contractor, end user, representative, nominee, employee, agent or other person or entity dealing with the Company or with Goods or Services supplied by the Company (“the Customer”).

1.2 A binding agreement incorporating these Terms in their entirety shall arise automatically, immediately and without further formality upon the happening of any one or more of the following events, namely the Customer requesting a quotation, accepting a quotation, issuing a purchase order, making any payment, taking delivery of any Goods, requesting the reservation or procurement of stock, permitting or requesting the commencement of any Services, granting access to any Site, using any Goods or Systems supplied by the Company, entering any premises occupied or controlled by the Company, connecting any device to any network, system or WiFi controlled by the Company, attending any event hosted by the Company, receiving any token or access code issued by the Company, or otherwise engaging with the Company in any manner whatsoever.

1.3 The Customer expressly agrees that no signature, initialling, acceptance page, electronic signature, formal written agreement or further acknowledgement shall be required for these Terms to be valid, binding and enforceable, and that conduct alone shall constitute full, unconditional and irrevocable acceptance.

1.4 Any terms, conditions, policies, procurement rules, standard forms, purchase conditions, vendor onboarding requirements, tender conditions or other stipulations proposed by or on behalf of the

Customer, whether contained in a purchase order, onboarding pack, ERP portal, tender document, email, attachment, hyperlink or otherwise, shall be of no force or effect unless expressly accepted in a written document signed by a duly authorised representative of the Company, and the failure of the Company to object to such terms expressly shall not constitute acceptance thereof.

1.5 These Terms are intended to allocate commercial, technical, legal and operational risk between the parties, and the Customer acknowledges that the pricing charged by the Company has been determined on the basis that the exclusions of liability, limitations of responsibility, indemnities, payment protections, ownership reservations and enforcement rights set out herein will apply fully and are material to the Company's willingness to contract.

## 2. Definitions and interpretation

2.1 In these Terms, unless the context clearly indicates otherwise, "Goods" shall mean all products, devices, hardware, software, firmware, licences, subscriptions, accessories, materials, consumables, fittings, cables, racks, networking equipment, CCTV equipment, alarm equipment, control devices, audio-visual equipment, automation equipment, lighting-control products, access-control products, solar components, batteries, wireless equipment, decoder equipment, satellite equipment and any other thing supplied by the Company; "Services" shall mean all labour, advice, consultation, design, project scoping, site assessment, programming, configuration, integration, installation, commissioning, testing, support, maintenance, monitoring, remote access, training, dispatch, storage, handling and any other service rendered by the Company; "System" or "Systems" shall mean any integrated or standalone technological, automation, audio-visual, networking, lighting-control, surveillance, alarm, access-control, software, communications, solar-powered, wireless, satellite, distribution or related solution supplied, configured, integrated, installed, maintained or supported by the Company; "Site" shall mean any premises at which Goods are delivered, stored, installed or at which Services are rendered; "Data" shall mean all personal information, contact information, billing information, technical data, usage data, metadata, log data, network data, behavioural data, device data, location data, audio, video, still images, identifiers, analytics outputs, diagnostic information, de-identified datasets, aggregated datasets and all other information of any kind whatsoever, whether directly or indirectly collected, inferred, recorded, created, generated or received; and "Order" shall mean any agreement arising from quotation, acceptance, instruction, engagement, conduct or procurement.

2.2 Words importing the singular include the plural and vice versa, words importing any gender include the others, references to persons include natural and juristic persons, and the words "including", "include", "such as" and similar expressions shall mean "including without limitation".

2.3 Headings are for convenience only and shall not affect interpretation, and no ambiguity shall be interpreted against the Company merely because these Terms were prepared by or on behalf of the Company.

2.4 If any provision of these Terms is capable of more than one interpretation, the interpretation that most effectively preserves the Company's payment rights, ownership protections, indemnities, data

rights, limitation of liability and commercial protections shall be preferred to the fullest extent lawfully permissible.

### **3. Authority to bind the Customer**

3.1 The Customer warrants that any person who requests quotations, supplies plans or specifications, grants access, issues instructions, approves variations, accepts delivery, signs delivery notes, attends design meetings, authorises procurement, requests support, requests remote access, accepts completion, receives invoices or otherwise acts in relation to the Company on behalf of the Customer is duly authorised to bind the Customer for all purposes related to the Order.

3.2 The Company shall be entitled to rely conclusively on the acts, instructions, approvals, consents, email communications, messages, purchase orders, site directions and other conduct of any such person as binding upon the Customer, and the Customer shall not be entitled to avoid liability by alleging that such person lacked authority, exceeded authority, or acted without internal approval.

3.3 Any delay, prejudice, rework or cost caused by disputes within the Customer's internal structure, including disputes between owners, directors, members, trustees, spouses, project managers, consultants, tenants, body corporates, principal contractors or employer representatives, shall be for the Customer's account.

### **4. Right to decline, suspend, limit or discontinue dealings**

4.1 The Customer acknowledges and agrees that the Company is under no obligation to accept every enquiry, issue every quotation, open every customer account, extend credit, supply every product, undertake every installation, continue every project, provide every support service, or enter into or maintain a commercial relationship with every person or entity approaching the Company, and that the Company shall at all times retain the right, in its sole and absolute commercial discretion and subject always to any mandatory provisions of applicable law, to decline to quote, decline to supply, decline to install, decline to procure, decline to provide support, refuse account facilities, require prepayment, suspend performance, restrict scope, limit product access, terminate negotiations, or decline to continue dealing with any Customer or prospective Customer.

4.2 Without limiting the generality of the foregoing, the Company may exercise such right where, in its reasonable opinion, the proposed transaction, Customer, Site, installation environment, use case, credit profile, compliance profile, project structure, requested scope, requested conduct, payment history, operational risk, reputational risk, legal risk, safety risk, technical feasibility, stock availability, supplier limitation, territorial restriction, regulatory concern, communications-law concern, import restriction, licensing issue, electrical-compliance issue, project coordination issue or any other commercial, legal, operational or strategic consideration renders the proposed or ongoing relationship undesirable, impractical, uneconomical, unsafe, non-compliant or contrary to the Company's business interests.

4.3 The Customer further acknowledges that the Company may, in its discretion, decide not to supply particular Goods, not to participate in particular tenders, not to support legacy systems, not to quote on

customer-supplied equipment, not to extend account facilities, not to continue with projects involving persistent delay or non-cooperation, not to provide installations in high-risk environments, or not to engage in projects that, in the Company's opinion, create disproportionate legal, safety, technical, financial, regulatory or reputational exposure.

4.4 Nothing in this clause shall be construed as permitting the Company to refuse service on any ground prohibited by applicable law, and the Company's discretion under this clause shall always be read subject to the Company's obligation not to engage in unlawful discrimination or any other conduct prohibited by mandatory law.

4.5 The Company shall not incur liability to the Customer or any prospective Customer merely because the Company has declined to quote, declined to supply, declined to install, declined to open an account, declined to continue a negotiation, declined to continue a project, or otherwise elected not to do business, provided that such decision is made lawfully and in accordance with this clause.

4.6 No prior quotation, prior dealing, prior supply, prior installer appointment, prior support arrangement, previous dealership relationship, previous goodwill gesture, previous account facility or previous project shall create any ongoing entitlement on the part of the Customer to future quotations, future supply, future support, future account facilities or continued commercial dealings with the Company.

## **5. Nature of the Company's business and no universal performance guarantee**

5.1 The Customer acknowledges that the Company operates as a systems integrator, technology supplier and services provider in fields including, without limitation, automation, networking, audio-visual systems, lighting systems and controls, motorised window treatments, CCTV, alarms and access control, solar-powered remote systems, wireless bridge systems, DSTV and signal-distribution installations, and that many of the solutions supplied by the Company consist of interconnected components sourced from multiple third-party manufacturers, software vendors, distributors, cloud platforms, connectivity providers and infrastructure providers.

5.2 The Customer further acknowledges that the performance, reliability, compatibility and security of any System are dependent upon numerous external variables beyond the control of the Company, including the quality and stability of utility power, grounding, surge protection, network architecture, internet connectivity, environmental conditions, firmware changes by manufacturers, software updates by third parties, customer-configured settings, third-party contractor workmanship, continued support by upstream vendors and the state of any existing infrastructure with which the System interfaces.

5.3 Except to the extent that a specific written service level, specification or express written warranty signed by the Company states otherwise, the Company does not warrant or guarantee uninterrupted operation, error-free operation, universal compatibility, future compatibility, cyber-resilience, immunity from manufacturer defects, immunity from third-party interference, or continued availability of any third-party service, software feature, firmware release, cloud function or integration pathway.

## **6. Quotations, specifications, scope and variations**

6.1 Every quotation issued by the Company is based on information made available to the Company at the time of quoting, including information supplied by the Customer, plans, drawings, photographs, assumptions as to site readiness, assumptions as to existing infrastructure and assumptions as to accessibility, and any quotation may be revised if any underlying assumption proves inaccurate, incomplete, misleading, outdated or materially altered.

6.2 Unless expressly stated otherwise in writing, quotations remain open for acceptance for thirty days from date of issue, after which the Company may amend pricing, specifications, lead times, terms or availability without liability.

6.3 Any stated quantities of labour, consumables, cabling, fittings, materials, programming hours, commissioning time, travel time, access equipment, accommodation, transport, subcontractor time or any other resource are estimates only and are not fixed-price commitments unless the quotation expressly states that they are fixed.

6.4 Any work, Goods, software, licensing, labour, testing, repair, adjustment, rectification, redesign, recommissioning, revisit, after-hours attendance, site waiting time, third-party coordination, reprogramming, troubleshooting or other activity that falls outside the original written scope, or that becomes necessary because of customer changes, inaccurate information, delayed decisions, delayed site readiness, defective third-party work, hidden conditions, manufacturer changes, regulatory changes or any other cause not expressly included in the quoted scope, shall constitute a variation and shall be chargeable in addition to the quoted price.

6.5 The Company may, but is not obliged to, proceed with a variation on verbal or implied approval where urgency, project continuity or customer conduct reasonably indicates approval, and such variation shall remain payable notwithstanding the absence of a formal signed variation order.

6.6 Any sample boards, renders, visualisations, brochures, catalogues, display units, website images, demonstration scenes, colour references, timber finishes, metal finishes, fabric samples, keypad engravings, lighting temperature descriptions or similar indicative material are illustrative only and may vary from final supplied Goods due to manufacturing tolerances, batch differences, screen settings, supplier changes, availability constraints, natural material characteristics and environmental conditions, and such variation shall not constitute a defect unless the Company has expressly warranted a specific finish or characteristic in writing.

## **7. Design fees, assessments, drawings, technical submissions and pre-contract professional work**

7.1 The Customer acknowledges and agrees that the preparation by the Company of any detailed site assessment, measured inspection, project scoping exercise, concept design, technical proposal, system design, drawing package, schematic, layout, reflected ceiling coordination, rack layout, device schedule, bill of quantities, cable schedule, performance specification, integration logic, programming logic, budget

model, value-engineering exercise, procurement strategy, compliance review, tender support, technical clarification response, project plan, staging proposal, phasing recommendation, presentation, showroom demonstration customised to the Customer's needs, or any other professional, technical, design, planning, advisory or preparatory work performed prior to the placement of a final Order shall constitute chargeable professional Services unless the Company has expressly agreed in writing that such work shall be provided free of charge.

7.2 The Customer further acknowledges that the development of such material requires the expenditure of professional time, technical expertise, project management effort, intellectual property, software tools, travel, site attendance, consultations, supplier engagement, design coordination and commercial judgment, and that such work is materially different from and more extensive than the mere preparation of a simple indicative quotation based on limited information.

7.3 If the Customer requests, authorises, accepts, uses, relies upon, circulates, tenders, compares, submits, implements through a third party, or otherwise derives benefit from any such design, assessment or preparatory work, whether or not the project ultimately proceeds with the Company, the Company shall be entitled to issue an invoice for all time spent, travel undertaken, disbursements incurred, drawings prepared, documentation produced and related costs at the Company's prevailing professional rates, and the Customer shall be liable for payment thereof on the Company's standard terms.

7.4 Unless the Company has expressly agreed otherwise in writing, all drawings, layouts, concepts, calculations, design outputs, schedules, specifications, presentations, technical submissions and related materials prepared by the Company shall remain the intellectual property and confidential information of the Company, may not be copied, shared, issued to third parties, used for tendering, procurement, implementation or construction by others, and may only be used for the purpose of evaluating and, where applicable, executing the proposed works through the Company.

7.5 The Company may in its discretion require the payment of a design fee, consultation fee, assessment fee, planning retainer or technical deposit before commencing such work, and may in its sole discretion credit all or part of such fee against a final Order if the project proceeds with the Company, but nothing herein shall oblige the Company to grant such credit.

7.6 Any use by the Customer or any third party of the Company's drawings, bills of quantities, schedules, logic, layouts, specifications, programming concepts or other technical outputs for tendering, pricing comparison, procurement through another supplier, construction by another installer or implementation in any form shall, unless expressly released in writing by the Company, constitute unauthorised use of the Company's intellectual property and a deemed acceptance that a reasonable design fee, licence fee and associated professional charges are payable to the Company.

## **8. Orders, procurement, deposits and cancellation**

8.1 No Goods shall be reserved, ordered, imported, assembled, configured, licensed, allocated or committed by the Company until any required deposit, prepayment, credit approval or written acceptance has been received to the Company's satisfaction.

8.2 Any deposit, mobilisation payment, planning retainer, design fee, procurement retainer, booking fee or reservation fee paid by the Customer shall be deemed to be paid in consideration for the Company reserving time, allocating resources, incurring preparatory work, placing supplier commitments, commencing design or programming, reserving stock or otherwise committing itself commercially in relation to the project.

8.3 Once the Company has incurred cost, placed orders, allocated stock, scheduled labour, booked subcontractors, issued purchase commitments, commenced drawings, commenced programming, commenced coordination, or otherwise materially committed resources in reliance on the Customer's instruction, any deposit or mobilisation payment shall be non-refundable to the extent necessary to cover such commitments, costs and reasonable administrative charges, subject always to the maximum enforceability permitted by applicable law.

8.4 If the Customer cancels, suspends, postpones or materially delays any Order after acceptance, the Customer shall remain liable for all work performed, all Goods procured, all supplier charges, all cancellation charges, all import and freight costs, all storage and handling costs, all licence and subscription charges, all non-recoverable commitments and a reasonable administration fee to the extent lawfully recoverable.

8.5 The Customer acknowledges that the Company's prejudice on cancellation or postponement may include not only the direct cost of Goods and labour but also opportunity cost, supplier restocking penalties, lost scheduling opportunities, engineering time, travel bookings, accommodation commitments, imported-stock exposure, customs-related charges and the cost of internal management time, all of which may be included in any cancellation or postponement invoice to the extent lawfully recoverable.

## **9. Prices, taxes, exchange-rate movement and supplier increases**

9.1 Unless expressly stated otherwise in the relevant Quote, all prices are inclusive of VAT. If the Quote expressly records that VAT is excluded, the price shall be regarded as exclusive of VAT. All delivery, travel, accommodation, import duties, customs charges, statutory levies, permits, third-party costs, and any other items, services or charges not expressly stated as included in the Quote are excluded and shall be for the Customer's account.

9.2 Where any quotation or price is based on imported or exchange-rate-sensitive Goods, or on supplier pricing that may move between quotation and payment or between deposit and final procurement, the Company shall be entitled to pass through exchange-rate movements, supplier increases, freight increases, customs increases and related cost movements to the Customer unless the Company has expressly agreed in writing to fix the applicable price notwithstanding such movements.

9.3 The Customer acknowledges that price confidentiality is a material term of the Company's commercial model and agrees not to disclose Company quotations, trade pricing, discounts, supplier relationships, rebate structures, margin information or commercial terms to third parties without the Company's prior written consent.

## **10. Payment terms, default interest and enforcement**

10.1 The Customer shall pay every invoice strictly in accordance with the payment terms reflected on the quotation, invoice or statement, or, where no specific term is stated, on presentation.

10.2 The Customer shall not be entitled, for any reason whatsoever, whether arising from alleged delay, alleged defects, alleged underperformance, alleged counterclaims, disputes, withholding by a main contractor, dissatisfaction by an end user, incomplete snagging, pending warranty issues or any other cause, to withhold, reduce, defer, set off or make conditional any payment due to the Company.

10.3 Any amount not paid by due date shall, without prejudice to any other rights of the Company, accrue interest at the rate of fifteen percent per month, compounded monthly, or at the maximum rate otherwise lawfully enforceable in the circumstances, whichever is lower and enforceable, from the due date until the date of actual payment in full.

10.4 Upon any default by the Customer, the Company may, without prejudice to any other right or remedy and without liability to the Customer, immediately suspend performance, withhold delivery, refuse further procurement, disable remote access, suspend support, suspend cloud-linked functions where under the Company's control, withhold commissioning, withhold activation, withhold handover, remove personnel from site, or terminate the relevant Order or all existing Orders.

10.5 In the event of default, all amounts owing by the Customer to the Company, whether then due for payment or not, may at the Company's election become immediately due and payable.

10.6 The Customer shall be liable for all costs reasonably incurred by the Company in collecting overdue amounts or enforcing its rights, including legal fees where recoverable, collection commission, tracing fees, sheriff's charges, expert fees, travel costs and internal administration costs associated with the default and enforcement process.

10.7 Any milestone invoice, progress invoice, deposit invoice, procurement invoice or invoice linked to practical completion shall remain payable notwithstanding the existence of minor defects, snagging items, customer preference changes, third-party defects or disputed matters that do not materially prevent beneficial use of the relevant part of the works.

10.8 Time for payment shall be of the essence, but time for delivery, installation, commissioning or completion shall not be of the essence unless the Company has expressly accepted a specific fixed date as essential in a written agreement signed by the Company.

## **11. Certificate of indebtedness and records as proof**

11.1 A certificate signed by any member, manager, financial manager, credit manager or other duly authorised representative of the Company, whose appointment need not be proved, stating the amount owing by the Customer to the Company at any time, shall upon mere production constitute prima facie proof of the amount due, the fact of indebtedness and the date from which such amount became due, for all purposes including summary judgment, provisional sentence, debt recovery and interlocutory proceedings.

11.2 The Customer agrees that the Company's quotations, invoices, statements, delivery notes, job cards, support logs, remote-access logs, CRM records, accounting records, emails, messages and project records shall, on production, constitute prima facie proof of the matters recorded therein, subject to the Customer's right to rebut them with credible evidence.

## **12. Ownership, risk, security and repossession**

12.1 Ownership in all Goods supplied by the Company shall remain vested in the Company until full and final payment of all amounts owing by the Customer to the Company, whether in respect of the particular Goods or otherwise, has been received in cleared funds.

12.2 Risk of loss, theft, damage, deterioration, destruction or interference in or to the Goods shall pass to the Customer upon delivery to the Site or collection by or on behalf of the Customer, whichever occurs first, irrespective of whether installation, commissioning or handover has occurred.

12.3 Until ownership passes, the Customer shall keep the Goods identifiable as the Company's property, properly stored, insured for full replacement value, protected against loss and deterioration, free from attachment or encumbrance so far as possible, and separate from other goods where reasonably practicable.

12.4 If the Customer defaults in payment or otherwise breaches these Terms, the Company may, to the extent permitted by law, repossess, recover, disable, decommission or remove the Goods or any part thereof, and the Customer irrevocably authorises the Company and its representatives to enter any premises where the Goods are or are reasonably believed to be located for that purpose, provided that the Company shall use reasonable means in doing so and that the Customer shall remain liable for the costs of recovery, decommissioning, transport, reinstallation and reinstatement.

12.5 The Customer shall not sell, pledge, cede, encumber, lease out, install in a way that defeats recovery, or otherwise dispose of Goods in which ownership remains reserved to the Company, and if the Customer does so the proceeds and rights arising therefrom shall be held for the benefit of the Company.

## **13. Delivery, storage, delayed collection and abandoned goods**

13.1 Any delivery date, installation date, lead time, completion date or milestone communicated by the Company is an estimate only, unless expressly stated to be fixed and binding in a written agreement signed by the Company.

13.2 The Company shall not be liable for any delay caused by supplier shortages, import delays, customs delays, freight issues, labour disruptions, power interruptions, weather, site inaccessibility, third-party contractor delay, customer delay, design changes, approval delays, stock discontinuation, force majeure or any other cause beyond the Company's reasonable control.

13.3 If the Customer fails or refuses to take delivery, delays collection, postpones a project after Goods have been procured, fails to make the Site ready for delivery or installation, or otherwise causes Goods to remain in the possession or control of the Company after they were reasonably capable of delivery or handover, the Company shall be entitled to store such Goods at the Customer's risk and cost and to charge reasonable storage, handling, insurance, administration and preservation fees from the date on which delivery, collection or installation should reasonably have occurred.

13.4 The Company shall not be liable for deterioration, obsolescence, packaging damage, battery depletion, software version changes, discontinued lines, cosmetic wear, or any other change occurring while Goods are stored pending Customer readiness, except to the extent caused directly by the Company's gross negligence.

13.5 If any Goods, repaired items, demo items, returns, customer-owned items, project leftovers or other property remain uncollected for an unreasonable period after written notice from the Company requiring collection, the Company may, after further reasonable notice, resell, dispose of, scrap, recycle or otherwise deal with such property in a commercially reasonable manner and apply the proceeds, after deduction of storage, handling, transport, legal and administrative costs, toward any amounts owing by the Customer, without prejudice to the Company's right to recover any shortfall.

## **14. Warehouse, stockholding, collections, handling, access and stored goods**

14.1 The Customer acknowledges that the Company may from time to time store, stage, consolidate, pre-configure, pre-assemble, pre-label, pre-test, hold for collection, hold for delivery, hold for later installation, hold for third-party pickup, or otherwise retain Goods, project materials, customer-return items, repair items, spares, staging stock, demo stock, customer-owned equipment, project leftovers or other property in a warehouse, storeroom, workshop, dispatch area, yard, staging area or similar facility operated or controlled by the Company.

14.2 Any Goods stored, staged or held in the Company's warehouse or similar facility, whether before delivery, pending installation, pending collection, pending payment, pending Customer readiness or for any other reason, shall remain stored at the Customer's risk to the extent that risk has already passed under these Terms or, where ownership has not yet passed, subject always to the Company's rights of control, storage charging, handling and enforcement under these Terms.

14.3 The Company may, in its sole discretion, determine the method, location, sequence, handling process, stacking arrangement, staging process, access process, loading method, dispatch timing, pickup protocol, packaging method, internal movement process and release protocol applicable to any Goods stored or handled in its warehouse or related facility, and the Customer shall comply with all warehouse

rules, loading rules, collection windows, safety rules, identity checks, release procedures and handling instructions imposed by the Company.

14.4 The Company shall not be obliged to grant unsupervised access, open access, after-hours access, unrestricted inspection access or self-service retrieval access to any warehouse, staging area, workshop, dispatch area or yard, and may require prior appointment, proof of authority, identification, payment confirmation, signed release, loading compliance or any other reasonable precondition before permitting inspection, collection, loading or release of any Goods.

14.5 Where the Customer or the Customer's contractors, couriers, drivers, loaders or representatives collect Goods from the Company's warehouse or similar facility, such collection shall be at their own risk, and the Company shall not be liable for loading delays, loading-site congestion, vehicle unsuitability, poor securing of loads, damage during customer loading, damage after release, inadequate packaging handling by the Customer, or any consequences arising from the Customer's chosen collection method.

14.6 The Customer shall ensure that any vehicle, trailer, container, driver, loading team, straps, packaging support, lifting support or other collection arrangement used by or on behalf of the Customer is suitable for the safe transport of the relevant Goods, and the Company shall be entitled to refuse release where it reasonably considers the proposed transport arrangement unsafe, unsuitable, unlawful or likely to damage the Goods.

14.7 If Goods remain in the Company's warehouse or related facility beyond the period reasonably contemplated for collection, delivery, dispatch or installation, whether due to Customer delay, non-payment, lack of site readiness, postponement, dispute, absent instructions or any other cause not attributable to the Company's gross negligence, the Company may charge storage, handling, insurance-related, warehousing, preservation, administration and repeated-handling fees at its prevailing rates.

14.8 The Company shall not be liable for any deterioration, shelf-life reduction, cosmetic change, battery depletion, packaging wear, firmware obsolescence, storage-density effect, supplier packaging weakness, environmental sensitivity, discontinued-line impact, accidental third-party handling consequence, or any other change affecting Goods stored in the ordinary course of warehousing, except to the limited extent caused directly by the Company's proven gross negligence.

14.9 The Company may inspect, move, re-pack, re-stage, re-label, palletise, de-palletise, consolidate, separate, photograph, count, scan, barcode, relocate or otherwise handle Goods stored in its warehouse or related facility as reasonably necessary for warehouse operations, dispatch, stock control, security, insurance administration, evidence preservation, or project management purposes, and the Customer waives any objection to such ordinary handling provided it is undertaken reasonably.

14.10 If any Goods, customer-owned items, repair items, returns, project leftovers or other property remain uncollected for an unreasonable period after written notice from the Company requiring collection, the Company may, after further reasonable notice, resell, dispose of, scrap, recycle or otherwise deal with such property in a commercially reasonable manner and apply the proceeds, after

deduction of all storage, handling, legal, dispatch, transport and administrative charges, toward any amounts owing by the Customer, without prejudice to the Company's right to recover any shortfall.

14.11 Any person entering the Company's warehouse, dispatch area, yard, workshop or staging area shall do so strictly at own risk and subject to all safety signage, warehouse rules and staff instructions, and the Company shall not be liable for injury, loss, theft or property damage suffered in such areas except to the limited extent caused directly by the Company's proven gross negligence or wilful misconduct.

## **15. Site readiness, customer obligations, delays and unsafe conditions**

15.1 The Customer shall ensure, at its sole cost and risk, that the Site is safe, lawful, accessible, weather-protected where applicable, structurally suitable, electrically ready, network-ready, clean where necessary for installation, and coordinated with all other trades and contractors.

15.2 The Customer shall provide accurate plans, access, keys, permits, approvals, site rules, inductions, health and safety disclosures, as-built information and any other information reasonably required by the Company.

15.3 The Customer warrants that all existing infrastructure presented to the Company, including cabling, conduit, containment, racks, power supplies, earthing, internet links, WiFi systems, routers, switches, existing CCTV, alarm loops, lock hardware, ceilings, walls and joinery, is lawful, reasonably fit for the intended purpose and safe to interface with, unless the Company has expressly undertaken in writing to audit and certify the same.

15.4 If the Company reasonably considers any Site condition unsafe, unlawful, impractical, non-compliant, inaccessible, unstable or unsuitable, the Company may suspend work immediately and require rectification before continuing, without incurring liability for delay or consequential effects.

15.5 Any delay, inefficiency, resequencing, repeat attendance, demobilisation, remobilisation, redesign, re-quotation, repeated commissioning, repeated testing, repeated programming, standing time, accommodation extension, labour extension or other cost caused directly or indirectly by the Customer's delay, incomplete information, failure to decide, failure to approve, lack of site readiness, unavailability of access, unavailability of power, unavailability of internet, third-party contractor delays, design revisions, late changes or unsafe conditions shall be for the Customer's account and may be invoiced by the Company at its prevailing rates.

## **16. Installation standards, third-party installation and supply-only sales**

16.1 Goods supplied by the Company should, unless expressly agreed otherwise, be installed and commissioned either by the Company or by installers having the qualifications, competence, experience and certifications reasonably appropriate to the nature of the Goods and the applicable installation environment.

16.2 Where Goods are supplied on a wholesale, retail, supply-only, ex-stock, ex-warehouse or customer-install basis, the Customer expressly accepts full responsibility for the selection, installation, configuration, compatibility assessment, regulatory compliance, safe use and ongoing maintenance of those Goods, and the Company shall have no responsibility for improper installation, improper programming, improper handling, incompatibility, misapplication, unsafe use, or damage caused directly or indirectly by customer installation or third-party installation.

16.3 Any guidance, diagrams, suggested settings, remote comments, showroom discussions, messages, emails, product notes or other information supplied by the Company in relation to supply-only Goods are provided for general assistance only and do not constitute professional supervision, certification, sign-off or transfer of responsibility to the Company.

16.4 Any warranty otherwise applicable to Goods shall be void to the extent that loss, malfunction, damage or underperformance arises from incorrect installation, unqualified installation, failure to follow manufacturer instructions, unsuitable environment, unsuitable power, unsuitable mounting, water ingress, dust ingress, impact, abuse, third-party tampering, firmware interference, unauthorised modifications, use with incompatible equipment or any cause outside the Company's workmanship.

## **17. Customer-supplied equipment, third-party products and legacy systems**

17.1 If the Customer requests the Company to install, integrate, configure, support or otherwise work with equipment, software, licences, subscriptions, networks, cabling, hardware or systems not supplied by the Company, including legacy systems or products purchased from third parties, the Customer acknowledges that the Company has not controlled the source, condition, authenticity, firmware history, suitability, storage conditions or completeness of such items.

17.2 In such circumstances the Company gives no warranty as to the suitability, legality, compatibility, condition, performance, supportability or continued availability of such customer-supplied or third-party items, and the Company shall not be liable for incompatibility, underperformance, instability, damage or delays arising from them.

17.3 The Company may charge additional design, integration, troubleshooting, diagnostic, bench-testing, reconfiguration, recommissioning or support fees where customer-supplied or third-party equipment complicates the scope or increases risk.

17.4 If such customer-supplied or third-party equipment causes damage to Goods supplied by the Company, causes repeated service calls, corrupts programming, creates network instability, or otherwise prejudices the System, all resulting time and costs shall be for the Customer's account.

## **18. Electrical control panels, manufacturer-certified systems, regulated electrical work and allocation of responsibility**

18.1 The Customer acknowledges that the Company may from time to time supply, mount, assemble, configure, label, terminate, programme, test, integrate and commission specialised control equipment,

panelised lighting-control systems, automation panels, low-voltage control interfaces, communication wiring, control modules, relay panels, DIN-rail control components and similar manufacturer-specific systems, including systems for which the Company or its personnel hold manufacturer training, accreditation or product certification.

18.2 The Customer further acknowledges and agrees that any manufacturer training, accreditation, certification or product authorisation held by the Company relates to product knowledge, system architecture, installation methodology, commissioning capability, programming capability and support capability in relation to the relevant manufacturer's equipment, but does not, in and of itself, constitute a representation, warranty or undertaking by the Company that the Company is licensed, registered or otherwise legally authorised to perform any category of regulated electrical installation work, fixed wiring work, mains-side work, distribution-board work, compliance testing or statutory sign-off for which a statutory licence, registration, approval, inspection or compliance certificate is required under applicable law.

18.3 Accordingly, unless the Company has expressly agreed otherwise in writing under a separately defined scope and through appropriately authorised personnel or subcontractors, the Company's role in relation to any panelised lighting-control system, control enclosure, automation panel, Lutron panel, DIN-rail enclosure, relay panel, dimming panel or similar equipment shall be limited to the lawful supply, mechanical mounting, panel assembly, control-side wiring, low-voltage terminations, communication wiring, addressing, programming, testing, integration and commissioning of the control-system components, and shall exclude all mains-side electrical work, fixed wiring connected to supply mains, protective-device selection, protection coordination, distribution-board alteration, final line-voltage terminations, supply connections, statutory compliance testing, compliance certification and any other work required by law to be performed, supervised or signed off by a duly licensed or registered electrical contractor.

18.4 The Customer shall be solely responsible for appointing, paying and coordinating any licensed or registered electrical contractor required for mains-side work, supply-side work, distribution-board work, fixed wiring, line-voltage termination, protective-device installation, statutory testing, compliance certification and statutory sign-off, and the Company shall be entitled to rely upon such contractor's work, certification and representations without independent verification unless the Company has expressly undertaken a separate written compliance review.

18.5 The Company shall not be liable for any electrical fault, nuisance tripping, overcurrent, under-voltage, over-voltage, earth fault, neutral fault, breaker incompatibility, heat build-up, code non-compliance, panel non-compliance, certification defect, damage to loads, damage to wiring, fire risk, statutory defect, refusal of inspection approval, refusal of energisation approval, or any direct or indirect consequence arising from or connected with the mains-side installation, final electrical terminations, electrical design, electrical protection, statutory compliance or the acts or omissions of the Customer's appointed electrician or any other electrical contractor.

18.6 Where the Customer requests the Company to work on or around any control panel, panelised lighting-control assembly, Lutron panel, DIN-rail enclosure, relay panel, dimming panel or similar equipment before the relevant mains-side work has been lawfully completed, tested and made safe by

the Customer's appointed electrical contractor, the Company may refuse to proceed, suspend work, or proceed only on the basis that the Customer bears all risk associated with the condition, legality and safety of the underlying electrical infrastructure, provided always that nothing in this clause shall oblige the Company to perform work it reasonably considers unlawful or unsafe.

18.7 For the avoidance of doubt, the Customer expressly acknowledges that manufacturer certification and statutory electrical licensing are not the same thing, and that the Customer shall not rely on manufacturer certification alone as evidence of statutory authority to perform regulated electrical installation work.

## **19. Travel time, accommodation, waiting time and remobilisation**

19.1 Unless expressly stated otherwise in writing, the Company shall be entitled to charge for travel time, mileage, fuel, tolls, accommodation, subsistence, site waiting time, induction time, permit time, standby time, after-hours attendance, weekend attendance, public-holiday attendance, remobilisation, repeated call-outs, return visits necessitated by Customer delay, and any other time or cost reasonably incurred as a result of the location, timing, phasing or conditions of the project.

19.2 Where the Company's personnel or subcontractors are prevented from working productively because the Site is not ready, access is denied, other trades have not completed prerequisite work, power is unavailable, internet is unavailable, a responsible contact is absent, required approvals have not been given, or the Customer otherwise causes delay or inefficiency, the Company may charge such time at its prevailing rates.

19.3 If the Company demobilises from a Site because of Customer delay, unsafe conditions, missing prerequisites or other causes outside the Company's control, the Company may charge remobilisation and rescheduling costs when returning to the Site.

## **20. Testing, commissioning, handover, practical completion, snagging and acceptance**

20.1 Testing and commissioning shall be limited to the scope expressly stated in the relevant quotation or work order and shall not be construed as a comprehensive audit, recertification or guarantee of the entire Site, entire network, entire power installation or all third-party systems.

20.2 The Customer shall cooperate in commissioning by providing decision-makers, access credentials, network information, internet connectivity, power, user preferences, scene approvals, content sources, app-store credentials where needed, and any other prerequisites reasonably required by the Company.

20.3 The Company may issue a written notice or certificate of practical completion in respect of the whole works or any identifiable portion thereof, and unless the Customer delivers a written defects list specifying material defects within three business days after such notice or certificate, the relevant works shall be deemed practically complete and accepted.

20.4 Unless otherwise agreed in writing, any work performed by the Company shall also be deemed practically complete and accepted if the Customer does not deliver a written defects list specifying material defects within three business days after completion notification, practical use, energisation, remote access enablement or occupancy, whichever occurs first.

20.5 The Customer acknowledges that complex installations and integrated systems may require normal commissioning adjustments, user preference refinement and minor snagging items after practical completion, and that the existence of minor defects, aesthetic touch-ups, software refinements, user training items, documentation items, labelling items or non-material snagging shall not entitle the Customer to refuse acceptance, delay handover, withhold payment, impose retention beyond agreed terms or otherwise treat the project as incomplete where the System is substantially capable of use for its intended purpose.

20.6 Snagging shall be limited to items falling within the actual scope contracted to the Company and shall not include defects caused by other trades, changes requested after completion, customer preference changes, network issues, electrical issues, telecom issues, customer-supplied equipment or items outside the Company's scope.

20.7 Continued use of any Goods or Systems, whether by the Customer, end users, staff, contractors, residents or guests, shall constitute conclusive acceptance that the Goods and Systems are substantially compliant with the agreed scope, subject only to any properly raised written defects falling within an applicable warranty.

## **21. Warranties, returns and exclusions**

21.1 Subject always to the exclusions in these Terms, the Company warrants only that workmanship performed directly by the Company will be free from material workmanship defects for a period of twelve months from practical completion, unless a different period is expressly stated in writing.

21.2 Goods, software, firmware, batteries, cloud services, subscriptions, apps and other third-party products are supplied subject only to the warranties, disclaimers, limitations and procedures of the relevant manufacturer, licensor or service provider, and the Company gives no independent warranty in respect thereof unless it has expressly done so in writing.

21.3 The Company shall have no warranty liability for defects or failures caused by misuse, neglect, accidental damage, power irregularities, inadequate surge protection, lightning, poor ventilation, water or humidity, dust, insects, vermin, misuse of cleaning products, abuse, force majeure, environmental extremes, customer changes, third-party interference, unauthorised repairs, firmware changes, software updates by third parties, incompatibility introduced after handover, internet outages, telecom outages or any cause not attributable to the Company's workmanship.

21.4 The Company's sole obligation under any applicable warranty shall, at its option, be to repair, reperform, replace or rectify the affected workmanship or to facilitate a manufacturer warranty process, and the Company shall not be obliged to refund amounts, compensate downtime, compensate business interruption or provide free upgrades unless expressly required by an enforceable written commitment.

21.5 Goods supplied by the Company shall not be returnable unless the Company has expressly agreed in writing to accept a return and the Goods are returned in original, unopened, undamaged, complete, current, resaleable condition, with all packaging, accessories, labels, software media, activation material and documentation intact.

21.6 Even where the Company agrees to accept the return of standard stocked Goods, the Company may charge a reasonable restocking fee, inspection fee, repackaging fee, freight charge, supplier return charge and any other direct cost associated with the return.

21.7 The Company shall not be obliged to accept the return of any special-order Goods, imported Goods, custom-fabricated Goods, made-to-measure Goods, programmed Goods, configured Goods, cut-length materials, opened software, activated licences, subscription services, cloud services, hygiene-sensitive goods, discontinued goods or any item which the supplier will not accept back or which cannot reasonably be resold as new.

21.8 If the Company agrees to inspect allegedly defective Goods returned by the Customer and no defect falling within an applicable warranty is found, or if the defect is found to have arisen from incorrect installation, misuse, environmental conditions, incompatibility, third-party interference or other excluded causes, the Company may charge testing, diagnostic, bench time, freight and handling costs.

## **22. Security systems, CCTV, alarms and life-safety limitation**

22.1 The Customer acknowledges that CCTV, alarms, access control, intercoms, gate systems and related security technologies reduce risk but do not eliminate risk, do not guarantee prevention of theft, intrusion, violence, vandalism, trespass, sabotage, unauthorised access or loss, and may fail due to power loss, connectivity loss, deliberate tampering, blind spots, storage failure, software defects, bandwidth constraints, recording settings, maintenance failures or causes beyond the Company's control.

22.2 The Company is not an insurer and does not assume the obligations of an insurer, guard service, armed response provider, fire-suppression provider or life-safety certifier merely by supplying, integrating or supporting a security-related System.

22.3 The Customer shall be solely responsible for maintaining insurance, response arrangements, statutory approvals, fire and evacuation measures, emergency procedures, password security, user permissions, retention settings and incident response around any security-related System.

22.4 The Company shall not be liable for any theft, intrusion, personal injury, property loss, loss of footage, failure to detect, false alarm, failure to notify, delayed notification, storage overwrite, failure of cloud retention or any other security-related loss except to the limited extent caused directly by proven gross negligence in the Company's own workmanship and then only subject to the limitation of liability in these Terms.

## **23. Solar-powered systems, off-grid installations, battery-backed field equipment and environmental performance limitations**

23.1 The Customer acknowledges that the Company may from time to time supply, install, integrate, configure, support or commission solar-powered, battery-backed, off-grid, hybrid-power or remote field systems, including solar-powered CCTV systems, solar-powered access-control points, solar-powered wireless links, solar-powered network nodes, UISP beams, remote surveillance poles, tower-mounted devices, estate perimeter devices, rural communications equipment and other low-power or remote-site equipment dependent on solar generation, battery storage, charging systems, environmental exposure and site-specific conditions.

23.2 The Customer further acknowledges that the performance, runtime, reliability and availability of any such solar-powered or off-grid system are materially dependent upon variables that are not fully within the Company's control, including solar irradiance, seasonal variation, panel orientation, tilt angle, shading, dust accumulation, cloud cover, ambient temperature, battery age, battery chemistry, charging efficiency, controller settings, cable losses, theft or vandalism, mounting integrity, wind loading, wildlife interference, firmware settings, power budgets, radio duty cycle, camera duty cycle, infrared load, heater load, PoE draw, surge events, customer-side changes and other environmental or operational conditions.

23.3 Unless the Company has expressly warranted a specific runtime, autonomy period, recording period, transmission uptime, duty cycle, recharge period or performance metric in a written specification signed by the Company, the Company does not warrant that any solar-powered or off-grid installation will operate continuously, achieve any specific number of hours or days of autonomy, maintain continuous recording, maintain continuous connectivity, survive all weather events, or perform at a constant level under all seasonal, environmental, loading or usage conditions.

23.4 The Customer acknowledges that all solar-powered or battery-backed system designs are based on assumptions regarding site conditions, solar exposure, power consumption, communication duty cycle, battery condition, operating temperature, maintenance intervals, cleanliness of panels, and expected use patterns, and that any deviation from those assumptions, including increased recording demand, increased radio duty cycle, increased device count, later-added loads, vandalism, shading growth, dirt accumulation, battery ageing, poor ventilation, enclosure overheating or customer-side configuration changes, may materially reduce performance, uptime or battery life.

23.5 Where the Company supplies, sizes or recommends solar panels, batteries, charge controllers, poles, enclosures, surge devices, mounts, brackets, radios, cameras or related equipment, such sizing and recommendation shall be based on the information reasonably available at the time and shall not constitute a guarantee of performance in all weather conditions, all seasons, all operating profiles or all future expansion scenarios unless expressly warranted in writing.

23.6 The Customer shall be responsible, unless expressly included in the written scope, for ongoing inspection, cleaning, battery replacement, vegetation control, anti-theft protection, anti-vandalism measures, storm inspection, panel cleaning, enclosure ventilation, physical security of the installation,

and all other routine maintenance necessary to preserve the performance of any solar-powered or remote field system.

23.7 The Company shall not be liable for any reduction in performance, loss of uptime, loss of connectivity, loss of recording, battery depletion, battery failure, battery theft, panel theft, storm damage, vandalism, wildlife damage, pole movement, mast instability, radio misalignment, reduced throughput, solar shortfall, charging shortfall, shading loss, corrosion, enclosure overheating, power-budget exceedance or any similar issue arising from environmental conditions, maintenance failures, theft, vandalism, battery ageing, unauthorised changes, third-party interference or any cause beyond the Company's proven workmanship.

23.8 Where the Customer requests the Company to install solar-powered or remote field equipment on customer-selected poles, buildings, masts, towers, fences, roofs, walls or other structures not designed, certified or warranted by the Company, the Customer bears the structural, geotechnical, access, wind-loading, corrosion and mounting-suitability risk associated therewith, and the Company shall not be liable for movement, collapse, misalignment, unsafe access conditions or structural failure not directly caused by the Company's proven workmanship.

23.9 Any advice, estimate, autonomy forecast, expected runtime estimate, coverage estimate, throughput estimate or similar projection given by the Company in relation to solar-powered or remote field systems shall be regarded as an estimate based on assumptions and reasonable engineering judgment only, and shall not be interpreted as a strict performance guarantee unless expressly stated to be such in writing.

## **24. Telecommunications status, ISP exclusion, spectrum-dependent equipment, wireless links and regulatory compliance**

24.1 The Customer acknowledges that the Company is, unless expressly stated otherwise in writing in relation to a specific project, not acting as an internet service provider, telecommunications service provider, licensed carrier, network facilities operator, electronic communications service provider, spectrum licensee, signal distributor or managed public network operator, and that the Company does not by default assume any statutory, regulatory, licensing, reporting, quality-of-service, spectrum-management or other obligations that may attach under applicable telecommunications, radio-frequency, spectrum-use or communications regulation to the owner, operator, licensee, user or provider of a telecommunications or wireless communications service.

24.2 The Customer further acknowledges that the supply, installation, mounting, alignment, configuration, commissioning or support by the Company of wireless, radio, microwave, WiFi, point-to-point, point-to-multipoint, bridge, backhaul, hotspot, access-point, UISP, fixed-wireless, wireless CCTV, remote communications or similar equipment does not constitute a representation, warranty or undertaking by the Company that the Customer's intended use of such equipment is exempt from licensing, compliant with regulatory requirements, exempt from spectrum authorisation, or otherwise lawful in the particular location, topology, business model, service model, transmission

profile, power setting, antenna configuration, user environment or deployment scenario selected by the Customer.

24.3 Unless the Company has expressly agreed in writing to undertake a defined licensing, regulatory or compliance scope, the Customer shall be solely responsible for determining, obtaining, maintaining, funding and complying with all approvals, authorisations, spectrum-use rights, telecommunications service licences, class-licence requirements, registration requirements, reporting obligations, site permissions, interference-management obligations, lawful-use conditions, notices, customer disclosures and any other legal or regulatory requirements that may apply to the ownership, installation, possession, energisation, operation, interconnection, commercial use or onward provision of any wireless, internet, telecommunications, radio-frequency or spectrum-dependent equipment or service.

24.4 The Customer shall further be solely responsible for ensuring that the Customer does not unlawfully provide internet access, telecommunications services, wireless distribution, signal distribution, public or private electronic communications services, hotspot services, wireless backhaul, estate distribution, tenant distribution, guest network services, point-to-point links, fixed wireless links or any other communications functionality in a manner requiring a licence, authorisation, exemption, spectrum assignment or compliance step that has not been properly obtained or maintained.

24.5 The Company shall not be liable for any penalty, administrative fine, enforcement action, warning, compliance notice, takedown instruction, suspension order, seizure risk, interference complaint, spectrum dispute, licensing refusal, licence lapse, reporting failure, quality-of-service issue, lawful-interception compliance issue, operational restriction, reputational harm, business interruption, loss of connectivity, or any other direct or indirect consequence arising from or connected with the Customer's ownership, use, operation, offering, onward distribution, commercial exploitation, private use, public use or regulatory status of any such equipment or service, including any regulator-related charge, sanction, fee, penalty, corrective order or compliance cost, unless such liability arises directly and solely from the Company's breach of a separately agreed written regulatory-compliance scope expressly assumed by the Company.

24.6 Where the Company, at the Customer's request, assists with equipment selection, physical installation, mounting, alignment, configuration, throughput optimisation, RF planning, link budgeting, pole or mast installation, power-up, customer-premises integration, router integration, network design, hotspot setup, captive portal setup, traffic shaping, VLAN configuration or related technical work, such assistance shall be regarded as technical implementation assistance only and shall not constitute legal advice, regulatory advice, licence advice, telecommunications-law compliance advice or a guarantee that the resulting deployment is lawful, licensable, exempt, interference-free, penalty-free or suitable for public or commercial operation in the manner intended by the Customer.

24.7 If the Customer uses or intends to use any installed wireless, radio, bridge, UISP, microwave, hotspot, network-distribution or similar infrastructure to provide internet connectivity, communications capacity, tenant connectivity, estate connectivity, campus connectivity, hotspot access, customer access or any other communications service to third parties, the Customer does so entirely at the Customer's own risk as regards regulatory classification, licensing, spectrum compliance, quality-of-service obligations, lawful operation and any regulator-related consequences, unless the Company has

expressly agreed in writing to assume a specific regulatory role and has the necessary authority to do so.

## **25. Guest WiFi, token-based access, acceptable use, monitoring and network control**

25.1 The Customer acknowledges that the Company may from time to time provide guest WiFi, visitor WiFi, showroom WiFi, token-based internet access, temporary network access or similar connectivity services on or from the Company's premises, and that such access is provided strictly as a revocable convenience and not as a public telecommunications undertaking, internet-service guarantee, managed carrier service, or ongoing right of access.

25.2 Any person who requests, receives, enters, uses or activates a token, password, access code, QR code, captive-portal session, voucher, temporary login or other access credential for the Company's guest WiFi or visitor network shall, by doing so, be deemed to have read, understood and accepted these Terms, including this WiFi acceptable-use clause, in full.

25.3 The Customer expressly acknowledges and agrees that the Company may, for operational, security, troubleshooting, compliance, analytics and business-protection purposes, monitor, log, record, inspect, rate-limit, block, suspend, filter, prioritise, throttle, shape, redirect, terminate or otherwise manage traffic on any guest WiFi, visitor WiFi or other client-facing network operated by the Company, including the logging of IP addresses, MAC addresses, device identifiers, session times, authentication records, connection duration, approximate signal metrics, visited service endpoints, bandwidth usage, access events, portal events and other technical and usage data reasonably associated with the operation and protection of the network.

25.4 The Customer shall not, whether directly or indirectly, use or permit the use of the Company's guest WiFi, visitor network or any related access credential for any unlawful, abusive, harmful, infringing, harassing, fraudulent, misleading, offensive, unauthorised, security-compromising or regulatorily non-compliant purpose, including the sending of unlawful communications, the hosting or relaying of unlawful content, network scanning, interception, credential theft, denial-of-service activity, unauthorised hotspot creation, redistribution of access to third parties, bypassing of content or usage restrictions, unauthorised access to devices or systems, illegal downloading, infringement of intellectual property rights, dissemination of malware, or the operation of any communications service or redistribution model that may require a telecommunications or spectrum licence or further regulatory compliance.

25.5 The Company shall be entitled, in its sole discretion and without notice, to suspend, revoke, cancel, restrict, rotate or refuse any token, login, voucher, password or other access credential, and to block any device, user, protocol, domain, application, service, traffic type, MAC address, IP range or user session, where the Company reasonably considers such action necessary for security, lawful operation, bandwidth management, abuse prevention, regulatory caution, reputational protection, protection of other users, or any other legitimate business reason.

25.6 The Customer acknowledges that guest WiFi and client-facing WiFi are provided on an “as available” and “best effort” basis only, and the Company does not warrant any minimum uptime, throughput, roaming quality, latency, service continuity, service quality, compatibility, content accessibility, access duration, session persistence or uninterrupted availability of such access.

25.7 The Customer further acknowledges that the Company is, unless expressly stated otherwise in writing, not acting as an internet service provider, telecommunications operator, licensed carrier or public electronic communications service provider merely because it makes guest WiFi or token-based access available on its premises, and the provision of such access shall not be construed as an undertaking to provide regulated public communications services beyond the limited local convenience access made available by the Company.

25.8 The Company shall not be liable for any loss, damage, interruption, data exposure, malware incident, credential compromise, content-blocking issue, service denial, speed issue, quality issue, lawful interception issue, regulator complaint, or other direct or indirect consequence arising from the Customer’s use or inability to use the guest WiFi or token-based access system, except to the limited extent caused directly by the Company’s proven gross negligence.

25.9 The Customer indemnifies and holds harmless the Company against any claim, complaint, cost, demand, penalty, investigation, loss or liability arising from the Customer’s use, misuse, redistribution, unlawful exploitation or regulatorily non-compliant use of the guest WiFi, token system or related network access.

## **26. Appointment status, authorised installer status and third-party brand relationships**

26.1 The Customer acknowledges that the Company may from time to time act as an authorised installer, approved dealer, appointed integrator, distributor, reseller, stockist, implementation partner, solution partner or similar channel participant in relation to certain third-party brands, manufacturers, licensors, content providers, service providers or distribution networks, including MultiChoice and DSTV-related installation channels, and other brands for which the Company may hold distribution, dealership, appointment, reseller or channel rights from time to time.

26.2 The Customer further acknowledges that any such appointment, authorisation, accreditation, distribution right, dealership, reseller status, stockist status, certified-installer status, approved-channel status, exclusive distribution right, sole territory right, non-exclusive distribution right or other commercial relationship held by the Company is subject to the terms, conditions, territorial limits, stock allocations, appointment rules, pricing rules, performance requirements, branding rules, support rules, renewal conditions, withdrawal rights and commercial discretion of the relevant third-party principal, and may be amended, restricted, suspended, terminated or withdrawn by such third party from time to time without liability on the part of the Company.

26.3 The Customer expressly agrees that no such appointment, authorisation, accreditation, dealer status, distribution right or installer status held by the Company shall be interpreted as a representation,

warranty or undertaking by the Company that any particular product, service, content entitlement, decoder function, subscription feature, channel access right, signal right, territory right, installation right, exclusivity right, stock availability right, support entitlement or renewal right will remain available indefinitely or will apply beyond the specific scope and commercial relationship actually granted by the relevant third-party principal.

26.4 The Company shall not be liable for any restriction, suspension, termination, alteration, repricing, withdrawal, stock allocation limitation, territory change, appointment change, support-policy change, software-policy change, content-policy change, dealer-policy change or commercial decision made by any third-party principal, whether relating to MultiChoice, DSTV, any manufacturer, any licensor, any distributor, any supplier, or any other brand with which the Company has or had a commercial relationship.

## **27. DSTV, MultiChoice-related installations and content-platform limitations**

27.1 Where the Company supplies, installs, configures, supports or otherwise works with DSTV, MultiChoice-related equipment, satellite infrastructure, decoders, multiswitches, RF distribution, IP distribution, viewing environments, signal-routing infrastructure, communal distribution systems or related installation works, the Customer acknowledges that the Company's role is limited to the physical, technical and installation-related scope expressly agreed in writing, and that the Company does not control or guarantee content availability, subscription activation, signal entitlement, decoder pairing, account standing, package availability, service continuity, account validation, content rights, channel line-up, software policy, platform rules, decoder firmware behaviour, account migration outcomes or any other matter controlled by MultiChoice or any related platform operator.

27.2 The Customer further acknowledges that the lawful use of any DSTV, satellite, communal distribution, decoder-sharing, decoder-extension, hospitality viewing, commercial viewing or signal-distribution arrangement may depend on platform rules, subscription rules, account rules, venue rules, hospitality rules, commercial-use rules, signal-distribution rules and other conditions imposed by the relevant platform or content provider, and that the Company shall not be liable for any suspension, refusal, deactivation, account issue, content restriction, pairing issue, commercial-use breach, platform audit issue or related loss arising from the Customer's actual or intended use of such system beyond the Company's agreed installation scope.

27.3 Any advice, recommendation or technical assistance given by the Company in relation to DSTV, MultiChoice-related products, decoder distribution, hospitality distribution, commercial display, RF distribution, IP distribution or similar systems shall be regarded as technical implementation assistance only and shall not constitute legal advice, subscription advice, content-rights advice, contractual advice or a guarantee that the Customer's intended use is permitted under the applicable rules of the relevant content or platform provider.

## **28. Distribution rights, exclusive lines, non-exclusive lines and supply discretion**

28.1 The Customer acknowledges that the Company may from time to time hold exclusive, sole, preferential, territory-based, project-based, category-based or non-exclusive distribution, dealership, reseller, stockist, agency or implementation rights for certain products, brands, systems or territories, including products such as Luslift, Pulseight and such other brands or product lines as may from time to time be distributed, represented or supplied by the Company.

28.2 The Customer further acknowledges that any such exclusive or non-exclusive right is a commercial arrangement between the Company and the relevant principal, manufacturer, brand owner, rights holder or upstream distributor, and that the extent, duration, exclusivity level, territory, project scope, customer category, minimum-order requirements, pricing structure, rebate structure, support entitlements, warranty administration rights and stock access rights associated with such arrangement are confidential and may change from time to time.

28.3 Nothing in any quotation, proposal, sale, supply, project engagement, discussion or prior dealing shall be interpreted as granting the Customer any direct right, vested right, continuing entitlement, supply guarantee, exclusivity benefit, preferential stock right, preferred pricing right, support right or territorial protection in relation to any such brand or distribution arrangement, unless the Company has expressly agreed to such right in writing.

28.4 The Company reserves the right, subject always to its upstream obligations, to determine in its sole commercial discretion whether, when, on what terms and in what quantities it will quote, supply, allocate, reserve, prioritise or decline to supply any product line in respect of which it holds a distribution, dealership or reseller relationship, and the Customer shall have no claim against the Company arising from the fact that a product line is exclusive, non-exclusive, supply-constrained, principal-controlled, territory-limited, project-restricted or otherwise subject to upstream commercial control.

28.5 The Company shall not be liable for any loss, delay, price change, refusal to supply, stock limitation, lead-time extension, territory conflict, principal intervention, project conflict, rights withdrawal or commercial dispute arising from or connected with any upstream distribution arrangement, any exclusive or non-exclusive dealership structure, or any decision of a brand owner, principal or upstream distributor.

## **29. No representation of ownership of third-party brands or platform rights**

29.1 The Customer acknowledges that all third-party brands, logos, product names, content rights, platform rights, trade marks, service marks, software rights, decoder rights, distribution rights and related intellectual property remain the property of their respective owners, licensors or principals, and that no supply, installation, dealership, appointment, accreditation or distribution relationship held by the Company shall be construed as conferring ownership of such rights on the Company or any direct rights on the Customer other than those expressly granted in the relevant third-party product or service arrangement.

29.2 The Company shall not be liable for any claim by the Customer based on an assumption that the Company controls, owns, licenses or can permanently secure any third-party brand right, content right,

signal right, exclusivity right, distribution right or software right beyond the limits actually granted to the Company by the applicable rights holder.

### **30. Showroom, premises access, surveillance, events, hospitality and own-risk entry**

30.1 Any person entering any premises occupied, operated or controlled by the Company, including offices, showrooms, workshops, stores, yards, parking areas, loading areas, demonstration zones, event areas, hospitality areas and related spaces, enters at his, her or its own risk.

30.2 The Customer acknowledges that such premises may contain operational hazards, electrical equipment, tools, demonstration devices, ladders, unpacked stock, suspended equipment, moving items, cabling, low lighting in demo environments, surveillance systems and other conditions inherent in a technology showroom and operational business premises, and that warning notices, access restrictions and staff instructions must be observed at all times.

30.3 Subject always to non-excludable law, the Company shall not be liable for personal injury, illness, theft, loss of or damage to vehicles, laptops, phones, samples, packages or other property suffered by any Customer, visitor or third party on the Company's premises, except to the limited extent caused directly by the Company's proven gross negligence or wilful misconduct.

30.4 The Customer consents to the use of CCTV, access-control logging, visitor sign-in systems, network logging and other surveillance or monitoring systems on the Company's premises for security, safety, training, quality assurance, incident investigation and lawful business purposes.

30.5 The Customer acknowledges that the Company may from time to time host, arrange or permit events, demonstrations, launches, training sessions, networking events, client evenings, hospitality functions, showroom presentations, open days or similar gatherings on or at the Company's premises, and that such events may include the provision, display, offering or consumption of snacks, meals, finger foods, desserts, refreshments, alcoholic beverages, non-alcoholic beverages, hot drinks, cold drinks or similar hospitality items supplied either by the Company or by third-party caterers, vendors, suppliers or service providers.

30.6 Any person attending such event, entering the event area, consuming any food or beverage, accepting any hospitality item or participating in any event-related activity does so voluntarily and at his, her or its own risk, and accepts full personal responsibility for his, her or its own dietary choices, allergy management, medical suitability, alcohol consumption, conduct, supervision of dependants and general wellbeing while on the premises.

30.7 The Customer acknowledges that food and beverages may contain or come into contact with allergens, including nuts, dairy, gluten, shellfish, eggs, soy, sesame, preservatives, colourants, flavourants, alcohol, caffeine, sugar, artificial sweeteners or other ingredients that may not be suitable for all persons, and that the Company does not warrant that any food or beverage provided at an event is allergen-free, contamination-free, medically suitable, diet-specific, religion-specific, child-safe,

alcohol-free or otherwise fit for any particular dietary, medical, cultural or personal requirement unless the Company has expressly stated this in writing.

30.8 It shall be the sole responsibility of each attendee, and where relevant the Customer, parent, guardian, employer, host or responsible adult connected to that attendee, to enquire about ingredients, exercise personal judgment, avoid unsuitable items, supervise minors, consume responsibly, avoid excess alcohol consumption, and take all reasonable precautions in relation to food sensitivities, allergies, intolerances, medical conditions, medication interactions, pregnancy-related restrictions, religious restrictions, fasting status, or any other personal health or dietary issue.

30.9 The Company shall not be liable for any allergic reaction, intolerance reaction, choking incident, illness, contamination claim, overconsumption, intoxication, dehydration, foodborne complaint, spill-related incident, stain, breakage, lost item, theft, discomfort, embarrassment, personal injury, property damage or other direct or indirect consequence arising from or connected with attendance at a showroom event or the consumption or handling of any food, snack, beverage or hospitality item, except to the limited extent caused directly by the Company's proven gross negligence or wilful misconduct.

30.10 Where any food or beverage is supplied by a third-party caterer, vendor, sponsor, service provider or other external party, the Company shall not be liable for the acts, omissions, ingredients, preparation standards, storage standards, labelling standards, hygiene standards or service quality of such third party, and any claim relating thereto shall, to the extent permitted by law, lie against the relevant supplier and not the Company.

30.11 The Company reserves the right, in its sole discretion, to refuse service of food or beverages, including alcoholic beverages, to any attendee, to remove any attendee behaving unsafely or inappropriately, to restrict consumption, to close service areas, or to terminate an event or any part thereof where the Company reasonably considers such action necessary for safety, compliance, order, reputational protection or the wellbeing of attendees.

30.12 Any minor attending a showroom event shall remain at all times under the full care, custody, control and responsibility of the parent, guardian or responsible adult accompanying or authorising such minor, and the Company shall have no childcare, supervision or custodial responsibility in relation thereto.

30.13 Attendance at any showroom event and the consumption of any food, snack, beverage or hospitality item provided thereat shall be deemed to constitute acceptance of this clause and of the broader Terms and Conditions of the Company.

## **31. Marketing rights, portfolio use, confidentiality and non-solicitation**

31.1 Unless the Customer has expressly objected in writing before commencement of the relevant project, the Company may identify the Customer as a client, refer to the broad nature of the project, use non-sensitive project photographs, and describe the installed solutions in portfolios, tenders, award entries, website content, social media and other marketing materials, provided that the Company shall act reasonably in relation to genuinely sensitive security details.

31.2 The Customer shall treat as confidential all quotations, prices, discount structures, technical proposals, supplier identities, margin structures, configurations and other non-public information belonging to the Company and shall not disclose or use the same except as strictly necessary for the project.

31.3 During the subsistence of the relationship and for a period of twelve months thereafter, the Customer shall not, without the Company's prior written consent, directly solicit for employment or engagement any employee or key subcontractor of the Company who was materially involved in the Customer's project, and the Customer acknowledges that a breach of this clause may cause prejudice not readily quantifiable in advance.

31.4 Confidentiality obligations shall not apply to information that is already public, lawfully obtained from a third party without breach, independently developed without use of the protected information, or required by law or court order to be disclosed.

## **32. Force majeure and external disruption**

32.1 The Company shall not be liable for any failure, delay, interruption, defect, inability to perform or increased cost caused directly or indirectly by events beyond its reasonable control, including war, civil unrest, riots, strike, lockout, epidemic, pandemic, natural disaster, flood, lightning, fire, import disruption, customs delay, supplier failure, cyber incident, telecommunications failure, utility interruption, transport shortage, labour shortage, sanctions, governmental action or any other supervening event.

32.2 In such circumstances the Company may suspend performance, extend time, substitute products, revise prices to reflect materially changed costs, or terminate the affected scope without liability other than refunding any proven overpayment for undelivered standard Goods not already committed on a non-return basis.

## **33. No backcharges, deductions or unilateral penalties**

33.1 The Customer shall not be entitled to impose any backcharge, contra-charge, deduction, liquidated damage, penalty, offset, debit note or similar charge against the Company unless the specific charge has been expressly agreed in writing in advance by a duly authorised representative of the Company and the factual basis and amount of such charge are objectively substantiated.

33.2 Any unilateral deduction, debit note, set-off or withholding by the Customer shall constitute non-payment and shall trigger the Company's rights in respect of default, interest, suspension and enforcement.

33.3 The Company shall not be liable for alleged delay damages, third-party claims, tenant claims, guest inconvenience claims, contractor standby claims or other indirect project claims unless the Company has expressly assumed such liability in a written agreement signed by the Company.

## **34. Product substitution, discontinuation and equivalent alternatives**

34.1 If any quoted or specified product becomes unavailable, discontinued, subject to materially extended lead time, materially increased in price, restricted by regulation, removed from the market, superseded, or otherwise impractical to supply, the Company may propose and, if reasonably necessary for project continuity, supply an equivalent or functionally comparable alternative product, provided that such substitution does not materially reduce the core intended functionality of the relevant part of the System.

34.2 Where a substitution entails cost increases, design changes, additional labour, altered lead times or altered integration requirements, the Company shall be entitled to revise the quotation and programme accordingly.

34.3 The Customer acknowledges that model changes, firmware changes, silent manufacturer revisions and product sunset decisions are common in the technology industry and are outside the Company's control.

## **35. Administrative access, cloud access, remote access and rights on non-payment**

35.1 Unless expressly agreed otherwise in writing, the Company may retain installer-level, administrative, engineering, dealer or remote-support access credentials necessary to configure, maintain, troubleshoot or support the Systems supplied by the Company.

35.2 The Customer shall not alter, revoke, delete, rotate, override or otherwise interfere with such access rights in a manner that prevents the Company from discharging support or warranty functions, unless the parties have completed a formal and fully paid handover process.

35.3 In the event of non-payment, material breach, unlawful use of the System, misuse of the Company's intellectual property, or unauthorised use of Company programming, the Company may, to the maximum extent lawfully and technically permissible and provided that it does not create an unlawful or unsafe condition, suspend remote support, revoke cloud-linked support functions, suspend administrative services, disable non-essential remote access pathways, withhold programming files, withhold release of admin credentials and suspend handover until the breach is remedied.

35.4 The Customer acknowledges that installer access, remote management tools and cloud dealer access are often integral to professional support models and do not, merely by existing, create liability for the Company.

## **36. Consumables, batteries, wear items and finite-life components**

36.1 The Customer acknowledges that certain items supplied or integrated by the Company are consumable or finite-life items, including batteries, remotes, touchscreens, hard drives, storage media, lamps, fans, connectors subject to wear, rechargeable cells, sensors subject to contamination, moving parts, gate motors subject to duty-cycle wear, and similar components.

36.2 Such items are subject to normal wear and depletion and, unless expressly stated otherwise in writing, are not warranted against ordinary depletion, lifespan expiry, degradation by environmental conditions or deterioration resulting from routine use.

36.3 The replacement of such items in the ordinary course of ownership shall be for the Customer's account.

## **37. Other trades, contractor interference and interface risk**

37.1 The Company shall not be liable for delay, damage, underperformance or rework caused by builders, ceiling contractors, electricians, plumbers, HVAC contractors, joiners, cabinet makers, ISPs, telecom providers, gate installers, network contractors, security contractors, architects, engineers, interior designers, landlords, body corporates, tenants, owners' representatives or any other third party.

37.2 If any third party interferes with the System, alters cabling, changes network settings, removes equipment, changes power feeds, reassigns IP ranges, blocks ports, changes ceilings or joinery, paints over sensors, relocates devices or otherwise affects the work of the Company, the Company shall have no liability for resulting defects and may charge rectification at its prevailing rates.

37.3 The Customer shall be responsible for coordinating other trades where their work affects or intersects with the Company's scope, unless the Company has expressly undertaken project-management responsibility in writing.

## **38. Stage approvals, phased sign-off and deemed approval of design decisions**

38.1 On projects involving design, first-fix, second-fix, programming, commissioning, or other identifiable phases, the Company may require written or email sign-off at each phase, and the Customer shall review and approve drawings, layouts, equipment selections, aesthetic positions, keypad engravings, scenes, rack layouts, UI logic, access-control logic, network topology and other decisions within a reasonable time.

38.2 If the Customer fails to give comments or approval within a reasonable period after being requested to do so, and the Company reasonably proceeds to avoid delay, the relevant design, position, selection, logic or phase shall be deemed approved.

38.3 Any later change requested by the Customer after such approval or deemed approval shall constitute a variation and shall be chargeable.

## **39. Credit application, credit limits, trade references and withdrawal of credit**

39.1 If the Company grants credit facilities, account terms or deferred payment terms to the Customer, such facility shall be revocable at any time in the Company's sole discretion and may be reduced,

suspended or withdrawn without prior notice if the Company reasonably considers the Customer's creditworthiness to have deteriorated or the account to pose heightened risk.

39.2 The Company may require credit applications, trade references, bank references, financial information, suretyships, guarantees, deposits, progress payments, milestone payments or other security before or during performance.

39.3 The Company may decline to proceed with further supply or Services until such security is furnished.

## **40. Personal surety and guarantees**

40.1 Where the Customer is a close corporation, company, trust, partnership, start-up, special-purpose vehicle, newly formed entity or any other entity that, in the Company's opinion, presents heightened credit risk, the Company may require one or more directors, members, trustees, partners or beneficial owners to sign a deed of suretyship, guarantee or indemnity as a condition of supply or continued supply.

40.2 If such suretyship or guarantee is requested and not provided, the Company may refuse to proceed or may require prepayment.

## **41. Insurance obligations of the Customer**

41.1 The Customer shall maintain adequate insurance cover appropriate to the nature of the project and the Goods, including where applicable property insurance, theft insurance, public liability insurance, contractor's all-risk insurance, cyber-risk insurance, business interruption insurance and any insurance required by landlords, financiers, body corporates or principal contractors.

41.2 The Company's prices do not include acting as insurer or assuming insurance risk on behalf of the Customer, and the Customer shall not treat the supply of Goods, security systems or automation systems as a substitute for insurance.

41.3 The Company may request proof of insurance where the nature or value of the Goods or project reasonably warrants it.

## **42. Permits, approvals, landlord consent, HOA consent and legal compliance by the Customer**

42.1 Unless the Company has expressly undertaken the responsibility in writing, the Customer shall be solely responsible for obtaining all permits, landlord approvals, body corporate approvals, homeowners' association approvals, wayleaves, heritage approvals, municipal permissions, import approvals, spectrum or communications approvals, fire approvals, landlord access permissions and any other consent or approval required for the lawful execution, use or retention of the Goods or Systems.

42.2 The Customer warrants that the intended use of the Goods and Systems is lawful and that all user notices, workplace policies, surveillance notices, consent mechanisms and operational practices required by law in the Customer's environment shall be implemented by the Customer at the Customer's cost.

### **43. Import costs, customs, duties, certification and regulatory charges**

43.1 The Customer acknowledges that imported, regulated, spectrum-sensitive, communications-related, networked or specialised technology products may attract costs and delays beyond ordinary supplier pricing, including freight, insurance, customs duties, VAT, port charges, clearing fees, inspection fees, storage charges, demurrage, courier surcharges, exchange-rate movement, certification costs, type-approval costs, spectrum-related charges, labelling costs, permit costs, and regulatory or administrative charges imposed by public bodies, regulators, customs authorities, standards authorities, telecom authorities or other competent bodies.

43.2 The Company shall be entitled to pass through to the Customer, in addition to the quoted price unless expressly included, any such actual or reasonably anticipated import, certification, customs, regulatory, administrative, clearing, inspection, warehousing or compliance costs incurred or imposed in connection with the procurement, importation, lawful supply, lawful operation or lawful installation of the Goods, including charges associated with communications-regulatory approval, spectrum-related administration, network-device certification or regulator-related fees, certifications or compliance costs.

43.3 If such charges arise after quotation, after deposit, during transit, during customs clearance, during compliance processing or before lawful commissioning, the Company may revise the project price and invoice the Customer accordingly, and the Customer shall not be entitled to refuse payment on the basis that such costs were not known or quantified when the original quotation was issued, provided that the Company has acted reasonably and transparently in passing through such charges.

43.4 Any delay caused by import controls, customs inspection, regulatory approval, certification processing, supplier export restrictions or similar matters shall extend delivery and completion dates without liability to the Company.

### **44. Change in law, standards, product certification or platform requirements**

44.1 If, after quotation or after commencement of the Order, there is any change in law, regulation, standard, code, certification requirement, cybersecurity requirement, app-store requirement, cloud-platform requirement, manufacturer installation requirement, import requirement, or telecom/network compliance requirement that affects the cost, legality, method, timing, supportability or configuration of the Goods or Services, the Company shall be entitled to revise the scope, programme and price to reflect such change.

44.2 The Customer acknowledges that technology products and network-connected devices are especially susceptible to evolving certification, support and security requirements and that such evolution may necessitate additional costs or product substitutions.

## **45. Indemnities**

45.1 The Customer indemnifies and holds harmless the Company, its members, employees, subcontractors and agents against all claims, demands, damages, losses, liabilities, penalties, costs and expenses arising directly or indirectly out of the Customer's breach of these Terms, customer misuse of Goods or Systems, unsafe or non-compliant Sites, third-party installation, electrical defects outside the Company's workmanship, misuse of credentials, unlawful surveillance configuration requested by the Customer, unlawful content stored by the Customer, customer-side cybersecurity failures, personal injuries caused by customer acts or omissions, and claims by end users, guests, tenants, employees or third parties connected to the Customer's use of the Goods or Systems.

45.2 This indemnity extends to claims arising from data, privacy, network and surveillance issues to the extent that the relevant issue arises from Customer instructions, Customer notices, Customer legal obligations, third-party platforms chosen by the Customer, or the lawful operation of the Company's disclosed systems and processes under these Terms.

## **46. Limitation of liability**

46.1 To the fullest extent permitted by applicable law, the Company shall not be liable, whether in contract, delict, statute or otherwise, for any indirect, consequential, special, punitive or incidental loss, including loss of profit, loss of revenue, loss of use, loss of goodwill, loss of business opportunity, loss of data, corruption of data, downtime, security incident losses, reputational harm, tenant claims, guest claims or any remote loss.

46.2 To the fullest extent permitted by applicable law, the Company's aggregate liability arising from or in connection with any particular Order, project or transaction shall not exceed the amount actually paid by the Customer to the Company in respect of that specific Order, project or transaction giving rise to the claim.

46.3 No claim shall lie against the Company unless the Customer has given detailed written notice of the claim within a reasonable time after becoming aware of the facts giving rise to it, and in any event no legal proceedings shall be instituted more than twelve months after practical completion, final delivery or the event complained of, whichever occurs first.

46.4 Nothing in these Terms shall exclude liability to the extent that such exclusion is prohibited by law, but where the law permits partial limitation the Terms shall operate to the maximum lawful extent.

## **47. Dispute resolution, evidence and jurisdiction**

47.1 The parties shall first attempt in good faith to resolve any dispute by informal negotiation between authorised representatives.

47.2 The Company may, at its election, pursue recovery of outstanding amounts immediately through a court of competent jurisdiction in Namibia without first exhausting any negotiation or mediation process.

47.3 The Customer agrees that the Company's signed quotations, invoices, statements, delivery notes, support logs, job cards, remote-access logs, CRM records, call logs, emails, messages and accounting records shall, on production, constitute prima facie proof of the matters recorded therein, subject to the Customer's right to rebut them with credible evidence.

47.4 Where arbitration is agreed or ordered, it shall take place in Namibia in English, but nothing in this clause shall deprive the Company of the right to seek urgent interim relief, debt recovery or repossession relief in court.

## **48. Notices, domicilium and valid delivery of legal communications**

48.1 The Customer chooses, for all purposes under these Terms, including the giving of invoices, statements, breach notices, collection notices, legal demands and any other communication, the physical address, email address and contact details most recently provided by the Customer to the Company, and the Customer undertakes to notify the Company promptly of any change thereto.

48.2 Any notice sent by email to the Customer's most recently provided email address shall be deemed received on the date of transmission unless the contrary is proved, and any notice delivered to the Customer's physical address shall be deemed received on the date of delivery if delivered during ordinary business hours, or on the next business day if delivered after hours.

48.3 The Company may rely on the Customer's most recent contact details in its systems until formally updated by the Customer.

## **49. Exclusion of implied terms, fitness-for-purpose assumptions and trade usage**

49.1 To the fullest extent permitted by applicable law, and except only to the extent expressly set out in a written undertaking signed by a duly authorised representative of the Company, no warranty, representation, undertaking, condition or term shall be implied into any agreement between the Company and the Customer by law, trade usage, prior dealings, custom, course of performance, course of dealing, usage of trade, industry practice, tacit agreement, estoppel, assumption, sales discussions, demonstrations, showroom presentations, website content, marketing material or any other circumstance whatsoever.

49.2 In particular, and without limiting the generality of clause 49.1, the Company shall not be deemed to have warranted or undertaken that any Goods or Services are fit for any particular purpose, performance level, aesthetic expectation, retention period, coverage expectation, commercial outcome, occupancy profile, use case, brand ecosystem or technical environment unless that purpose or performance level has been expressly described in writing by the Customer and expressly accepted in writing by the Company as part of the agreed scope.

49.3 The Customer acknowledges that, in technology and integration projects, suitability and performance are materially dependent on assumptions regarding the Site, infrastructure, user behaviour,

third-party systems and customer decisions, and accordingly the Customer accepts that no broad or general fitness-for-purpose obligation shall arise merely because the Customer disclosed a desired outcome or intended use.

## **50. Customer-specified products, methods, designs and rejected recommendations**

50.1 If the Customer instructs, insists upon, nominates, selects, procures, specifies or requires the use of any particular product, brand, finish, model, ecosystem, method, topology, layout, retention setting, performance setting, contractor, supplier, pathway, design approach, wiring route, WiFi design, storage duration, installation method or other technical or aesthetic choice contrary to, inconsistent with, or materially different from the Company's recommendation, the Customer shall bear the full technical, functional, aesthetic and commercial risk associated with such requirement.

50.2 The Company shall not be liable for any incompatibility, reduced performance, reduced coverage, increased latency, unstable behaviour, limited expandability, reduced cyber-resilience, increased maintenance, shortened lifespan, aesthetic dissatisfaction, storage shortfall, false alarms, missed events, software limitations, app limitations or other adverse outcome arising from the Customer's insistence upon any such nominated or specified requirement.

50.3 Where the Company recommends any upgrade, mitigation, protective measure, redesign, alternative product, additional storage, improved surge protection, UPS, rack cooling, higher-grade network infrastructure, improved electrical work, improved cabling, redundant connectivity, revised placement, revised scope, revised sequencing, maintenance arrangement or other measure and the Customer declines, delays or refuses such recommendation, all consequences arising from such refusal, including performance degradation, instability, downtime, data loss, shortened product life, increased service-call frequency or security shortfall, shall be for the Customer's account and shall not constitute a defect or breach by the Company.

## **51. Partial delivery, split shipment, sectional completion and invoicing in lots**

51.1 The Company shall be entitled, in its sole discretion and as project logistics, stock flow, supplier availability, import timing, site readiness or commercial prudence may require, to make delivery, perform installation, commission works, invoice milestones or complete the project in sections, tranches, lots, phases or partial deliveries, and each such lot, tranche, phase, sectional completion or partial delivery shall be deemed a separate and valid delivery or performance event for purposes of invoicing, payment, transfer of risk, acceptance and enforcement.

51.2 The Customer shall not be entitled to refuse payment of any invoice relating to any delivered or completed lot, phase or tranche merely because the overall project, or another phase thereof, remains incomplete or delayed for any reason whatsoever.

51.3 Where the Company reasonably determines that project continuity or supply-chain constraints require phased procurement or phased installation, the Customer shall cooperate with such phasing and shall remain liable for the relevant milestone payments and pass-through costs.

## **52. Software, firmware, subscriptions, cloud services and digital products**

52.1 All software, firmware, subscriptions, cloud services, mobile applications, admin portals, SaaS functionality, licence keys, dealer services, remote dashboards, cloud storage services, push-notification services and other digital or electronically delivered products supplied, configured, activated or facilitated by the Company are supplied strictly subject to the terms, limits, pricing, renewal rules, support rules, service continuity rules and technical constraints of the applicable third-party licensor, manufacturer, vendor or cloud provider.

52.2 Unless expressly stated otherwise in writing, the Customer acquires no ownership in any software, firmware, cloud platform, subscription environment or digital service, but merely such limited right of use as is granted by the applicable third party and, where relevant, conditioned on ongoing payment, vendor support and service availability.

52.3 The Company shall not be liable for the suspension, withdrawal, discontinuation, price increase, region restriction, feature removal, forced update, forced migration, account lockout, policy change or platform change of any digital service or third-party software environment.

52.4 Opened software, activated software, downloaded software, licence keys, digital subscriptions, cloud seats, configured controllers, commissioned digital services and any digitally provisioned or electronically fulfilled item shall be non-returnable and non-refundable unless the applicable law expressly requires otherwise.

## **53. WiFi coverage, RF behaviour, interference and performance variability**

53.1 The Customer acknowledges that WiFi, wireless control, wireless streaming, wireless video transmission, wireless access control, wireless audio and all other radio-frequency-dependent functions are materially affected by building materials, glazing, joinery, stone, concrete, steel, insulation, mirrors, metalised coatings, furniture, landscaping, occupancy density, third-party networks, neighbouring routers, weather conditions, RF noise, spectrum congestion, appliance interference, moving vehicles, site changes, later building alterations and client-side configuration changes.

53.2 Any WiFi design, heatmap, AP count, coverage statement, roaming expectation, throughput estimate or performance indication provided by the Company is based on assumptions and conditions existing or disclosed at the time of design and may change materially if the environment changes, if the Customer alters finishes or layout, if neighbouring RF conditions change, if third-party equipment is introduced, or if internet or network bottlenecks occur elsewhere in the System.

53.3 The Company shall not be liable for reduced coverage, inconsistent roaming, variable throughput, intermittent device connectivity, app lag, buffering, packet loss, latency, multicast issues, client-device

compatibility issues or similar wireless performance limitations arising from RF conditions or later environmental changes outside the Company's direct control.

## **54. CCTV storage duration, retention variability and evidence limitations**

54.1 Any statement by the Company regarding estimated CCTV storage duration, recording retention period, expected days of footage, cloud retention window, event-history duration or similar retention estimate shall be understood to be an estimate only, based on assumptions including camera count, resolution, frame rate, bitrate, compression settings, scene complexity, motion levels, recording mode, event volume, disk health, environmental conditions, power continuity and customer use.

54.2 The Company does not warrant that any specified number of days of footage, event history or storage availability will in fact be achieved unless the Company has expressly warranted a particular retention specification in writing and the Customer has maintained the system, power, connectivity and settings exactly as designed.

54.3 The Company shall not be liable for loss of footage, shortened retention, overwritten recordings, failed playback, disk failure, archive corruption, export failure, time-sync problems, cloud sync failure, or evidentiary shortcomings resulting from storage limits, customer changes, power events, environmental conditions, user error, third-party interference or ordinary drive degradation.

## **55. Demonstrations, sample scenes, showroom experiences and expectation management**

55.1 The Customer acknowledges that any showroom display, demonstration, mock-up, sample scene, lighting demo, sound demo, app demo, user-interface example, cinema experience, blind movement demonstration, access-control demonstration or any other display by the Company is provided for illustrative purposes only and is not a guarantee that the same result, appearance, acoustics, response, ambience, control experience, latency or subjective experience will be achieved at the Customer's Site.

55.2 The performance and appearance of the final System at the Site will depend on room dimensions, finishes, furnishings, lighting conditions, ambient noise, speaker placement, construction quality, network conditions, electrical conditions, user settings and many other variables not reproducible in a showroom environment.

## **56. Training, handover support and scope of user orientation**

56.1 Unless expressly stated otherwise in writing, any training, orientation, demonstration, walkthrough, app setup assistance or handover support provided by the Company shall be limited to reasonable end-user familiarisation with the installed System and shall not constitute exhaustive technical training, administrator certification, network training, security-policy drafting, written operational manual creation, formal SOP drafting or continued refresher training.

56.2 Additional training sessions, retraining, induction of new staff, induction of tenants, induction of future owners, advanced administrator training, policy drafting, customised manuals, system maps and procedural documentation shall be chargeable unless expressly included in the written scope.

## **57. Third-party accounts, credentials, app stores and user-managed access**

57.1 The Customer shall be solely responsible for creating, maintaining, updating, securing and lawfully sharing all third-party credentials required for the operation or support of the System, including Apple IDs, Google accounts, manufacturer cloud accounts, vendor portals, ISP credentials, router credentials, firewall credentials, app-store credentials, streaming-service credentials, smart-home ecosystem credentials, domain credentials, email credentials and recovery contact details.

57.2 The Company shall not be liable for account lockout, lost credentials, failed password resets, account bans, expired subscriptions, failed app downloads, region restrictions, app-store restrictions, two-factor authentication issues, email-delivery issues or any other problem arising from the Customer's ownership, control, loss, misuse or poor management of such credentials.

57.3 Where the Customer requests the Company to assist with account setup, login, pairing, linking or troubleshooting, such assistance shall be provided on a reasonable-efforts basis only and shall not transfer long-term custodianship or liability for the account to the Company.

## **58. Post-handover customer changes and resulting billable support**

58.1 If, after practical completion or handover, the Customer or any third party changes internet service provider, SSIDs, passwords, static IP assignments, VLANs, firewall rules, router hardware, switch configuration, rack layout, power circuits, app ecosystems, cloud accounts, admin credentials, room layouts, device positions, mounting conditions, furniture placement, network services, ISP equipment, storage settings, camera settings, user permissions or any other technical condition affecting the System, the Company shall have no liability for any resulting malfunction, incompatibility, instability or reduced performance.

58.2 Any troubleshooting, recommissioning, reprogramming, readdressing, relearning, relinking, user support or call-out made necessary by such post-handover changes shall be billable at the Company's prevailing rates.

## **59. Records retention, backup practices and disposal of obsolete records**

59.1 Unless a separate written retention arrangement exists, the Company shall not be obliged to retain indefinitely any project records, backups, logs, exported files, programming versions, photos, footage, network captures, support transcripts, archived emails, design iterations or historic configuration files, and may archive, delete, overwrite, discard or otherwise dispose of such materials in accordance with its ordinary business practices.

59.2 The Customer acknowledges that the Company is not a records custodian for the Customer unless expressly contracted as such, and that the Customer remains responsible for maintaining any records, exports, footage, audit trails, backups, compliance archives or evidentiary records that the Customer requires for its own operational, legal or insurance purposes.

## **60. Cross-border work, foreign compliance and out-of-Namibia risk**

60.1 Where Goods or Services are supplied for use, delivery, transit, installation, support or operation outside Namibia, the Customer shall, unless the Company has expressly undertaken otherwise in writing, bear all country-specific risks and costs relating to importation, exchange-control compliance, customs, duties, taxes, in-country permits, telecom approvals, product certification, labour compliance, visa compliance, security arrangements, in-country transport, insurance, local standards compliance and local regulatory requirements.

60.2 The Company shall not be liable for delays, confiscations, hold-ups, local approval failures, in-country clearance failures, spectrum restrictions, customs disputes or local legal constraints affecting such cross-border work unless such responsibility has been expressly assumed by the Company in writing.

## **61. Anti-bribery, lawful conduct and document integrity**

61.1 The Customer shall not require, request, induce or pressure the Company or any of its staff, representatives or subcontractors to engage in unlawful conduct, including bribery, kickbacks, improper inducements, false declarations, backdating of documents, misleading certifications, concealment of defects, falsification of import or tax records, misrepresentation of scope, unlawful surveillance practices or any conduct contrary to applicable law or professional integrity.

61.2 The Company may suspend or terminate any Order immediately if it reasonably believes that continuing with the Order would require unlawful conduct, improper documentation, false certification or any act exposing the Company to legal or reputational risk.

## **62. Proof of delivery, electronic sign-off and evidentiary substitutes**

62.1 The Customer agrees that proof of delivery, proof of attendance, proof of installation, proof of completion or proof of handover may be established not only by a signed delivery note or signed completion form, but also by electronic confirmation, email acknowledgement, message acknowledgement, courier records, GPS-tagged attendance records, photographs of delivered or installed items, remote-access logs, commissioning logs, job-card entries, site reports or evidence of beneficial use by the Customer.

62.2 The absence of a physical handwritten signature on a delivery note, job card or completion certificate shall not by itself invalidate delivery, attendance, handover, practical completion, or the Customer's liability for payment.

### **63. Relationship of parties**

63.1 Nothing in these Terms or in any transaction between the parties shall create a partnership, joint venture, fiduciary relationship, employment relationship, agency relationship or exclusivity arrangement between the Company and the Customer, and neither party shall have any authority to bind the other except to the extent expressly agreed in writing.

63.2 The Company may engage subcontractors, specialists, consultants, technicians, freelancers, delivery contractors, cloud vendors, integrators and service providers in its discretion, and the Customer shall have no contractual claim directly against such parties by virtue only of the existence of the contract between the Company and the Customer.

### **64. Governing language**

64.1 These Terms are drafted in English, and if they are translated into any other language for convenience or commercial use, the English version shall prevail in the event of any inconsistency, dispute or interpretive difference.

### **65. Reading down and maximum lawful effectiveness**

65.1 If any provision of these Terms, or any part thereof, is or becomes unenforceable, invalid, overbroad, unreasonable or contrary to law in any respect, such provision shall not for that reason alone be void in its entirety but shall, to the fullest extent lawfully permissible, be read down, severed, narrowed or enforced to the maximum extent necessary to preserve its commercial purpose and the overall risk allocation intended by these Terms.

65.2 The parties expressly intend that every exclusion of liability, indemnity, payment protection, ownership reservation, data-use right, enforcement mechanism and commercial safeguard contained in these Terms shall operate to the maximum extent lawfully permissible.

### **66. General legal provisions**

66.1 These Terms constitute the entire agreement between the Company and the Customer in relation to the subject matter and supersede prior oral statements, informal understandings and prior drafts, except for any written document expressly stated to amend these Terms.

66.2 No relaxation, indulgence, failure to enforce, delay in enforcing or partial enforcement by the Company shall constitute a waiver of any right.

66.3 No amendment, variation, cancellation by agreement or waiver shall be valid unless reduced to writing and signed by a duly authorised representative of the Company, provided that the Company may update these Terms prospectively and continued dealings thereafter shall constitute acceptance of the updated Terms for future transactions.

66.4 If any clause or part-clause is held unenforceable, invalid or contrary to law, that clause shall be severed or read down only to the minimum extent necessary to render it enforceable while preserving its commercial purpose as far as lawfully possible, and the remainder of these Terms shall remain of full force and effect.

66.5 The Company may cede, assign, transfer, subcontract or delegate any of its rights or obligations under these Terms, provided that any such transfer shall not release the Customer from its obligations.

66.6 Clauses dealing with payment, ownership, repossession, confidentiality, data rights, intellectual property, warranties, indemnities, limitations of liability, dispute resolution and survival shall survive termination or completion.