

SPEAR SHIELD LTD GOODS AND SERVICES TERMS AND CONDITIONS

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO CONDITIONS 6.2, 7.1, 11, 12

1. Application

These Terms and Conditions shall apply to the purchase of the goods detailed overleaf ("Goods") by you ("Buyer") from Spear Shield Ltd a company registered in England and Wales under number 13590122 whose registered office is at Franciscan House, 51 Princes Street, Ipswich, Suffolk, IP1 1UR ("Seller"). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday, or bank holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

3.1 The description of the Goods is as set out in the Seller's quotation. In accepting this quotation, the Buyer acknowledges that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller.

4. Price

4.1 The price ("Price") of the Goods shall be that set out in the Seller's quotation current at the date of the Buyer's order, or such other price as may be agreed in writing between the Seller and the Buyer. The Price shall be confirmed in this quotation.

4.2 If the cost of the Goods to the Seller increases due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, the Seller reserves the right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall only take place upon the Seller informing the Buyer of the increase in writing.

4.4 The Price is exclusive of fees for packaging and transportation / delivery unless confirmed on quotation.

4.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Quotation and Basis of Sale

5.1 Details of the Goods in sub-Clause 3.1 are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance.

5.2 The Seller is not obliged to accept an order from the Buyer if the Buyer does not supply references which are requested by, and satisfactory to, the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer, it may give written notice to the Buyer that no further credit will be allowed to the buyer in which case no further goods will be

delivered to the Buyer other than against upfront payment.

5.3 This quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods.

5.4 Having issued this quotation, which is a contractual offer to sell the Goods, the Seller agrees to enter a contract for the sale of Goods upon the Buyer's written acceptance of this quotation and of these Terms and Conditions.

5.5 This quotation (including any non-standard price negotiated in accordance with sub-Clause 4.1) is valid for a period of 14 days only from the date shown overleaf unless expressly withdrawn by the Seller at an earlier time.

5.6 Either the Seller or the Buyer may cancel the order for any reason prior to the Buyer's acceptance (or rejection) of this quotation.

6. Payment

6.1 Following the Buyer's acceptance of this quotation, the Seller shall invoice the Buyer for the Price either:

(a) on or at any time after delivery of the Goods; or

(b) where the Goods are to be collected by the Buyer or where the Buyer wrongfully fails to take delivery of the Goods, at any time after the Seller has notified the Buyer that the Goods are ready for collection, or the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the Price within 14 days of the date of the Seller's invoice or otherwise in accordance with any other terms agreed between the Seller and the Buyer.

6.3 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the title in the Goods has not passed to the Buyer.

6.4 If the Buyer fails to make payment within the period in sub-Clause 6.2, the Seller shall suspend any further deliveries to the Buyer, cancel any pending orders from the Buyer and charge the Buyer interest at the rate of 4% per annum above Starling Banks base rate from time to time on the amount outstanding until payment is received in full.

6.5 Time for payment shall be of the essence of the Contract between the Seller and the Buyer.

6.6 All payments must be made in Pounds Sterling (GBP) unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery and Risk

7.1 The Goods will be delivered to the Buyer within the UK. Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection. If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.

7.2 Any claims for non-delivery, damage to, shortages or apparent defects in Goods must be made in writing to the Company within 5 working days of delivery (or in the case of non-delivery, within 7 days of the invoice date) giving full particulars including the number and

condition of parcels received. The Buyer must also note on the carrier's receipt any parcel shortages or external damage to the parcels. Otherwise, the Buyer shall be considered to have accepted delivery. The Buyer is accordingly advised to inspect the Goods as soon as possible after delivery and any damaged packaging and contents must be held for inspection by the Company or the carrier. No Goods or parts may be returned to the Company for any reason unless in accordance with the Company's Returns Authorisation Procedure (as notified from time to time to the Buyer).

7.3 The Company shall not be liable to the Buyer for any damage to or apparent defect in the Goods unless the Buyer complies with condition 7.2 above and establishes that the damage/defect occurred before delivery.

7.4 While the Company will make every reasonable effort to meet any given delivery date, any such date is only the Company's best estimate and is not a contractual commitment.

7.5 While the Company will make every reasonable effort to meet orders accepted, all orders are accepted conditionally upon the availability of the Goods and the Company shall not be liable if prevented from meeting any order because the Goods (or any part thereof) are not readily available by reason of any circumstances outside the control of the Company.

7.6 The Company reserves the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under a separate contract which may be invoiced separately. Neither any non-delivery, or shortages in delivery nor any claim by the Buyer in respect of any delivery or part delivery shall entitle the Buyer to reject any other Goods

8. Inspection of Goods

8.1 The Buyer shall be under a duty to inspect the Goods on delivery or collection.

8.2 If the Goods cannot be examined, the carriers note or such other note as appropriate must be marked "not examined".

8.3 If the Buyer identifies any damage or shortages, it must inform the Seller in writing within 48 hours of delivery, providing details of the alleged damage or shortage. The Seller shall be under no liability if the Buyer fails to provide such notice.

8.4 The Seller must be permitted to inspect the affected Goods before the Buyer uses, alters, or modifies them in any way.

8.5 Subject to the Buyer's compliance with this Clause 8 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good all damage and shortages within a reasonable time in accordance with the manufacturer.

8.6 The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

8.7 Subject to the foregoing and save that nothing in this Agreement shall exclude or restrict any legal liability of the Company for death or personal injury resulting from negligence or under section 12 of the Sale of Goods Act 1979 (as amended) all conditions, warranties, terms and undertakings express or implied, statutory or otherwise in respect of the Goods are hereby excluded.

9. Returns

9.1 Goods may not be returned without the prior written agreement of the Seller.

9.2 The Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection.

9.3 The Seller shall have the option of either replacing defective Goods within 14 days of receipt of them or shall refund to the Buyer the Price for those Goods which are defective.

9.4 The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the goods, negligence, wilful damage or any other act of the Buyer, its employees, agents or any other third party.

10. Title

10.1 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.

10.2 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.

10.3 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:

(a) the Buyer commits a material breach of its obligations under these Terms and Conditions.

(b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

(c) the Buyer enters a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

(d) the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

11. Professional Services (provided by Spear Shield Ltd)

This applies solely to services provided by the Seller and in raising a Purchase Order the Buyer agrees to the following:

11.1 Professional Services will be provided to the customer remotely or on-site (defined in the Project Engagement Plan) and will not be performed outside of Spear Shield working hours unless confirmed otherwise.

11.2 The Seller will use reasonable endeavours to ensure all services are completed within the project time frame stated on the Buyers Quote.

Both Seller and Buyer acknowledge that such dates shall be estimates only.

11.3 The Seller perform the Professional Services to the high level of skill and take utmost care for the duration.

11.4 The Buyer will make available the Seller, free of charge, such computer and communication facilities, office facilities and services and suitable office space when required in order to complete the Professional Services.

11.5 The Buyer will complete any necessary prerequisites as defined on the Project Engagement Plan.

11.6 If the Seller or Buyer requests a change to the Project Engagement Plan or the execution of the Professional Services, the Seller will provide an amended Project Engagement Plan prior to the commencement of the Professional Services which may include the likely time required to implement the change, any changes in cost and any other possible impacts as a result of the change. The changes will not commence until both the Buyer and Seller agree of the changes.

11.7 Either party may request a change of project dates up to 5 working days prior to the project start date without any implications, the Buyer may cancel the professional services engagement with written confirmation to the Seller up to 5 working days prior to the project start date. Failure to do so, will result in a penalty charge of £1,000 excluding VAT.

11.8 Professional Services purchased are valid for a period of 6 month' from date of invoice unless otherwise specified, work not completed within this time frame will not be eligible for a refund.

11.9 The Seller may from time to time, and without notice, change the Professional Services to comply with any applicable safety or statutory requirement provided that the changes do not materially affect the Project Engagement Plan or the Professional Services. If the Seller requests a change to the Project Engagement Plan for any other reason, the Buyer shall not unreasonably withhold or delay consent to it.

12. Rights, Warranties and Liability

12.1 Subject to these Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions, or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

12.2 The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason (including and not limited to: loss of profits, loss of business, loss of revenue, loss of data, loss of reputational damage, loss of savings and any other economic loss, cost, damage of expense including indirect).

12.3 The Company's aggregate liability to the Buyer hereunder or otherwise arising whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged, or undelivered Goods and/or Services which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

12.4 The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller:

(a) for death or personal injury caused by the Seller's negligence.

(b) for any matter for which it would be illegal for the Seller to exclude or limit its liability; and

(c) for fraud or fraudulent misrepresentation.

13. Force Majeure

13.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. Variation of Terms

14.1 The Company reserves the right formally to vary these Terms and Conditions by not less than seven days' notice in writing to the Buyer. The Buyer shall be entitled to reject any such variation by a counter-notice to be served within seven days of receipt of the Company's notice, but unless the Buyer so rejects the variation the Buyer shall be conclusively deemed for all purposes to have accepted such variation which shall come into effect at the expiry of the period of notice specified in the Company's notice. These Terms and Conditions and any subsequent variation thereof as aforesaid supersede all previous terms and conditions of trading between the Company and the Buyer.

14.2 No change in these Terms and Conditions shall be effective unless evidenced in writing under the hand of a Director of the Company and in particular no informal variation or relaxation thereof nor any time or indulgence given shall in any way be treated as a waiver of the Company's strict legal rights.

14.3 These terms and conditions supersede any other terms and conditions appearing elsewhere and shall prevail over and exclude any other terms or conditions stipulated or incorporated or referred to by the Buyer or his agent or any third party.

15. Severance

15.1 In the event that one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.