

1. Definitions

- 1.1. **"Buyer"** means the buyer of the goods and (where applicable) services.
- 1.2. **"Company"** means Clearview Intelligence Group Limited (Company No. 2135788) and Clearview Intelligence Limited (Company No. 2135788) both of Aurora House Deltic Avenue, Rooksley, Milton Keynes, England, MK13 8LW.
- 1.3. **"Contract"** means the contract between the Company and the Buyer for the sale and purchase of the goods and (where applicable) services in accordance with these conditions.
- 1.4. **"Goods"** means the equipment specified in the Order Confirmation.
- 1.5. **"Insolvency Event"** means the Buyer:
 - 1.5.1. entering into voluntary/compulsory liquidation;
 - 1.5.2. having an administrator, receiver or administrative receiver appointed over any of its assets or being the subject of an application for such appointment;
 - 1.5.3. entering into an arrangement or composition with its creditors; or
 - 1.5.4. being subject to any event or proceeding in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in 1.5.1 to 1.5.3.
- 1.6. **"Order"** means the Buyer's order for the goods and (where applicable) services, as set out in the Buyer's purchase order form or written acceptance of the Company's quotation, as the case may be.
- 1.7. **"Order Confirmation"** means a written acceptance of the Buyer's purchase order quoting the Clearview Sales Order Reference number.
- 1.8. **"Services"** means any combination of installation, maintenance and/or data services to be provided by the Company and set out in the Company's acceptance of Order or written acceptance of the Company's quotation.
- 1.9. **"Supply Only"** means the provision of goods only and excludes any installation/commissioning of the goods.

2. General Conditions

- 2.1. These conditions shall apply to every Contract, and no variation of them shall be effective unless it is in writing and signed by a duly authorised person on behalf of the Company.
- 2.2. No terms endorsed upon, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification, or any other document shall form part of the Contract unless agreed in writing and signed by a duly authorised representative of the Company.
- 2.3. Each Order constitutes an offer by the Buyer to purchase the goods and (where applicable) services in accordance with these conditions. The Order shall only be deemed accepted when the Company issues a written Order Confirmation, at which point the Contract comes into existence.
- 2.4. All descriptions, specifications, illustrations, drawings and diagrams provided by the Company are approximate and for general information purposes only, unless expressly agreed in writing by a director of the Company. The Company reserves the right to alter the specification of the goods and (where applicable) the Services at any time without notice to the Buyer.
- 2.5. The Buyer shall ensure that the terms of the Order and any specification are complete and accurate.
- 2.6. The Buyer may not cancel the Contract without the Company's written consent. If such consent is given, the Buyer shall indemnify the Company for all losses (including loss of profit) resulting from the cancellation.

3. Quotations

- 3.1. All quotations issued by the Company remain valid for 60 days from the date of issue, unless otherwise agreed in writing by a duly authorised representative of the Company.
- 3.2. A quotation issued by the Company does not constitute an offer to supply goods or services.

4. Delivery

- 4.1. Where the Company supplies only Goods to the Buyer, the Company will arrange for packaging and either
 - 4.1.1. delivery of the goods to the Buyer at such address as is specified in the Order Confirmation or;
 - 4.1.2. make available the goods for collection by the Buyer's nominated carrier.
- 4.2. Where the Company supplies Goods and Services, the Company shall deliver the goods as part of the Services delivery.
- 4.3. The Company shall be entitled to use subcontractors to provide the Services.
- 4.4. Any time or date specified in the Contract for completion, delivery, despatch or arrival of the goods or the completion of the Services is not a condition of the Contract and is an estimate only and does not constitute part of the description of the goods or the Services.
- 4.5. Time for completion of the Services or delivery, despatch or arrival of the goods is not of the essence of the Contract and shall not be made of the essence by notice.
- 4.6. If the Company fails to deliver the goods or perform the Services, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods or Services of similar description and quality in the cheapest market available, less the price of the goods or Services.
- 4.7. The Company shall have no liability for any failure to deliver the goods or provide the Services to the extent that such failure is caused by the Buyer's failure to provide the Company with adequate instructions.
- 4.8. The Company shall not be under any liability for the consequences of any delay because of any cause outside its reasonable control. In particular (but without limitation) the Company shall be under no liability for any delay in completion of the Services or the delivery, despatch or arrival of the goods caused (directly or indirectly) by acts of God, a general shortage of necessary materials, transportation failures, accidents, industrial disputes, customs strike, or extensive illness. In any such event, the time for such completion, delivery, despatch, or arrival may be extended by the Company for such period as may be reasonably necessary in the circumstances not being less than the period of the delay caused by the above said events or the Company may cancel the Contract without any liability whatsoever on its part.
- 4.9. Without limiting any other right or remedy available to the Company, the Company may immediately cancel or suspend all further deliveries or performance of Services under the Contract (or under any other contract between the Company and the Buyer) without incurring any liability to the Buyer, and all outstanding sums in respect of goods delivered or Services provided to the Buyer shall become immediately due, if the Buyer suffers (or is likely to suffer) an Insolvency Event.
- 4.10. The Company shall be entitled to make deliveries of the goods by instalments of such amounts as the Company shall determine, and these conditions shall apply to each instalment.
- 4.11. The Buyer shall be deemed to have accepted the goods and/or Services within 14 days of delivery unless it notifies the Company in writing of any defects within that period.

5. Payment

- 5.1. Payment for the goods and (where applicable) Services shall be made by the Buyer in Pounds Sterling unless this is in writing and signed by a duly authorised person on behalf of the Company.
- 5.2. Payment of the price of the goods or Services to be made by electronic transfer to an account specified in writing by the Company.
- 5.3. The Company will invoice the Buyer for the price of the goods or Services following delivery and the Buyer will make payment within 30 days of the date of the invoice.
- 5.4. Where the Company determines that the Buyer credit rating is insufficient, then payment will be required in advance.
- 5.5. Time for payment of the price of the goods and (where applicable) Services shall be of the essence of the Contract and if the Buyer shall fail to pay any sum due, the Company may treat the Contract as repudiated by the Buyer and may suspend delivery of the goods (or performance of the Services) or any part of them without incurring any liability whatsoever to the Buyer. In addition, but without prejudice to any other rights of the Company, the Buyer shall be liable to pay interest to the Company at a rate of 0.5% per week, calculated daily, on the outstanding amount, until the price is paid in full.
- 5.6. No deduction whatsoever shall be made by the Buyer in respect of any counterclaim howsoever arising, nor shall the Buyer be entitled to make any set-off in respect of any sums claimed against the Company.

6. Title & Insurance of Goods

- 6.1. Ownership of the goods shall not pass to the Buyer until
 - 6.1.1. full payment of the price of the goods and,
 - 6.1.2. all other sums owed to the Company by the Buyer under any other contracts have been paid.
- 6.2. Insurance of the goods shall be at the Buyer's risk from the time of the physical delivery of the goods
 - 6.2.1. to the Buyer at the Company's works,
 - 6.2.2. to the Buyer's carrier or nominee,
 - 6.2.3. to the Buyer's place of business,
 - 6.2.4. to another place nominated by the Buyer,
 - 6.2.5. to an independent carrier at an airport or other port, or
 - 6.2.6. upon installation, whichever of the events mentioned occurs first.

7. Guarantee/Warranty

- 7.1. Subject to ongoing maintenance of equipment by in accordance with the Company maintenance guidance and instructions the Company warrants the following:
 - 7.1.1. For "Supply Only" orders of Non-SolarLite, or Non-IRS2 Products a 2-year Return to Supplier using the Company RMA process for repair or replacement.
 - 7.1.2. For "Supply Only" orders of SolarLite, or IRS2 Products a 2-year Return to Supplier for repair or replacement using the Company RMA process for repair or replacement where failure is over 10% of the order quantity.
 - 7.1.3. For "Services" orders which include Installation and commissioning of Non-SolarLite, or Non-IRS2 Products equipment provided by the Company, but not ongoing maintenance Services, it will provide a 1-year onsite Repair/Replacement with attendance by the Company within 5 business days to diagnose fault.
 - 7.1.4. For "Services" orders which include Installation and commissioning of SolarLite, IRS2 Products equipment provided by the Company, but not ongoing maintenance Services, it will provide a 1-year onsite Repair/Replacement where failure is over 10% of the order quantity with attendance by the Company within 5 business days to diagnose fault.
 - 7.1.5. For "Services" orders which includes Maintenance Service of Non-SolarLite, or Non-IRS2 Products equipment provided by the Company, the Company will provide onsite Repair/Replacement with attendance by the Company within 5 business days to diagnose fault for the duration of the Maintenance Service period.
 - 7.1.6. For "Services" orders which includes Maintenance Service of SolarLite or IRS2 Products equipment provided by the Company, the Company will provide onsite Repair/Replacement where failure is over 10% of the order quantity with attendance by the Company within 5 business days to diagnose fault for the duration of the Maintenance Service period.
- 7.2. In the event of a warranty claim under one, or a combination, of causes 7.1.1 to 7.1.6 then:
 - 7.2.1. Customers are advised to have spare holdings for critical infrastructure to allow for a minimum 2-week turnaround for repair or replacement;
 - 7.2.2. where the item has failed due to misuse or third-party interference, there will be no repair or replacement, and goods will not be returned unless additional repair/replacement payment is agreed.
 - 7.2.3. For "Supply Only" orders the removal and Refitting/Commissioning of Product on Site is Customers Responsibility.
 - 7.2.4. For "Services" orders not including maintenance by the Company an additional 1-year Return to Supplier warranty using the Company RMA process for repair and replacement will be provided.
 - 7.2.5. The Customer is responsible for provision of any Traffic Management, or funding of traffic Management.
- 7.3. Where a "Services" order includes the provision of a data service by the Company:
 - 7.3.1. The Company only warrants substantial compliance with the specification for the Data Services element for the duration of the Data Services period.
 - 7.3.2. The Company will correct defects and provide new or altered functions from time to time and make such revisions available to the Buyers during the Data Service period.
 - 7.3.3. Should the Buyer decide to incorporate such a revision in the goods, no further guarantee period is applicable, and all costs associated with the incorporation of the revision shall be entirely at the Buyers expense including but not limited to disassembly, assembly, transport, travel, freight time and any other expenses.

8. Limits of Liability

- 8.1. The Company shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract.
- 8.2. The Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid for the goods and (where applicable) Services, including any technical materials and assistance provided by the Company.
- 8.3. Nothing in these conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

9. Indemnity

- 9.1. In addition to and without prejudice to the foregoing provisions of these terms and conditions the Buyer shall indemnify the Company against all actions claims or demands by third parties whether in tort, breach of statutory duty or otherwise howsoever arising directly or indirectly by reason of the Buyer's fault or negligence or breach of the Buyer's obligations under the Contract.

10. Intellectual Property Rights (IPR)

- 10.1. All intellectual property rights in the goods and services are owned by the Company or under licence from its suppliers. The Buyer shall not infringe upon these rights or use them without the Company's permission.

11. Data Ownership & Protection

- 11.1. All data transferred between the Company and the Buyer is subject to the UK GDPR and the Data Protection Act 2018. Each party shall indemnify the other to the fullest extent permitted by law for any failure to protect such data.
- 11.2. Where personal data is handled by the Company, the Company shall act as the Data Processor, and the Buyer shall act as the Data Controller.
- 11.3. Where non-personal data is processed by the Company as part of the Contract, the Buyer grants the Company a non-exclusive, royalty-free, worldwide, and irrevocable licence to collect, store, copy and use the data;
 - 11.3.1. to provide Services,
 - 11.3.2. for the purpose of enhancing and optimising the Company's systems, and
 - 11.3.3. to publish statistical, benchmarking, or other anonymised information.

12. Miscellaneous

- 12.1. The Contract shall be governed in all respects by the laws of England and the parties submit to the jurisdiction of the English courts.
- 12.2. Any provision of these conditions which expressly or by implication is intended to come into or continue in force on or after termination of these conditions shall remain in full force and effect.
- 12.3. If any part of the Contract or any of these conditions is held by a court or other competent authority to be illegal invalid or unenforceable such part shall be severed from the remaining terms conditions and provisions of the Contract which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.4. The failure of the Company at any time to require performance of the Buyer's obligations under the Contract shall not affect in any way its full rights to require such performance at any time nor shall the waiver by the Company of the breach of any of the Buyer's obligations or warranties under the Contract be held to be a waiver of them or prevent it from enforcing the Buyer's strict compliance with all or any of its obligations or warranties under the Contract.
- 12.5. Both parties agree to maintain confidentiality of all information exchanged under this Contract for a period of five years following the end of any service delivery by the Company. This obligation does not apply to information that is already in the public domain (other than through a breach of this obligation) or disclosed with the prior written consent of the other party.