

## TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

These terms and conditions (the "**Terms**") govern the sale of Goods and Services sold by Puzzle Technology to the Customer (collectively, the "**parties**" and each a "**party**").

### 1 INTERPRETATION

#### 1.1 Definitions:

1.1.1 "**Puzzle Technology**" means Puzzle Technology Ltd, a company incorporated and registered in England and Wales with company number 10006894 and whose registered office is at 1st Floor 27 Edison Road, St. Ives, Cambridgeshire, England, PE27 3LF.

1.1.2 "**Agreement**" means the agreement between the parties for the sale and purchase of the Goods and/or Services which shall include the Quote and these Terms and any other supplementary terms expressly referred to in the Quote.

1.1.3 "**Applicable Laws**" means all applicable laws, statutes and regulations from time to time in force.

1.1.4 "**Business Day**" means a day (other than a Saturday, Sunday or public holiday in England) when the banks in London are ordinarily open for business, excluding the days between Christmas and New Year.

1.1.5 "**Business Hours**" means 9.00 am to 5.00 pm, UK time, on a Business Day.

1.1.6 "**Customer**" means the business, organisation, or person who purchases the Goods and/or Services from Puzzle Technology.

1.1.7 "**Fees**" means the fees for the Goods and/or Services as detailed in the Quote.

1.1.8 "**Goods**" means the goods (or any part of them) as set out in the Quote and comprising the Hardware and Software together.

1.1.9 "**Hardware**": means the hardware and electronics set out in the Quote.

1.1.10 "**Intellectual Property Rights**" means all copyright, database rights, topography rights, design rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.

1.1.11 "**Order**" means the Customer's order for the Goods and/or Services as set out in the Quote, which can be a written or verbal acceptance of the Quote.

1.1.12 "**Quote**" means the sales document issued by Puzzle Technology setting out the Goods and/or Services for the Customer, and which reference these Terms and any other supplementary terms.

1.1.13 "**Services**" means the services (if any) detailed in the Quote and provided in accordance with the SLA, if applicable.

1.1.14 "**SLA**" means the Service Level Agreement as referenced in the Quote, if applicable.

1.1.14 "**Software**" means the computer executable binary code in object form that is made available under the

software license at clause 4.4.

1.1.15 "**Specification**" means any specification for the Goods, including any related plans and drawings, which are provided by Puzzle Technology.

1.1.16 "**Third Party Supplier**" has the meaning given in clause 5.3.

#### 1.2 Interpretation:

1.2.1 Clause, Schedule (if any) and paragraph headings shall not affect the interpretation of these Terms.

1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include reference to the other genders.

1.2.4 These Terms shall be binding on, and enure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.2.5 A reference to **writing** or **written** includes email.

1.2.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2 BASIS OF AGREEMENT

2.1 In consideration of payment in full and in accordance with clause 7, the Customer and Puzzle Technology agree that:

2.1.1 the Hardware shall be sold; and

2.1.2 the Software shall be licensed;

to the Customer in accordance with these Terms.

2.2 These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Agreement shall come into existence upon Puzzle Technology acceptance of the Order, which can be verbal or in writing. For the avoidance of doubt the Customer cannot cancel an Order once it has been accepted by Puzzle Technology.

2.4 The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.5 Any samples, drawings, descriptive matter or

advertising produced by Puzzle Technology and any descriptions or illustrations contained in Puzzle Technology's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.

extent that such rights are assignable.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms.

5.4 In the event that the Customer identifies a fault with some or all of the Goods during the applicable Warranty Period, it shall notify Puzzle Technology in writing within three Business Days of identifying the fault, stating which of the Goods do not comply with the warranty in clause 5.1 and 5.3 (if applicable).

### 3 GOODS

3.1 The Goods are described in the Specification.

5.5 Puzzle Technology shall, at its sole option:

3.2 Puzzle Technology reserves the right to amend the Specification if required by any Applicable Laws or regulatory requirements.

5.5.1 repair or facilitate the repair of any defective parts, free of charge for the necessary parts and labour to complete the repair to restore the Goods to their proper operating condition; or

3.3 The Customer shall ensure that any Goods received from Puzzle Technology under the Agreement will not be exported, diverted, transferred or otherwise disposed of in violation of any import or export legislation, either in their original form or after being incorporated into other items and shall be responsible for obtaining at their expense any license or complying with any import legislation.

5.5.2 replace the Goods with a direct replacement or with similar Goods deemed by Puzzle Technology to perform substantially the same function as the original Goods; or

3.4 The Customer shall not disassemble, decompile, reverse engineer or convert the whole or any part of the Goods.

5.5.3 issue a refund of the original purchase price, less any depreciation to be determined based on the age of the Goods at the time a remedy is sought under the Limited Warranty.

### 4 DELIVERY AND SOFTWARE LICENCE

4.1 Puzzle Technology shall deliver the Goods to the location set out in the Quote or such other location as the parties may agree (the "**Delivery Location**").

5.6 Return of any of the Goods to Puzzle Technology by the Customer, as set out in clause 5.5, shall be at the expense of the Customer.

4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

5.7 Puzzle Technology may, in its sole discretion, discuss the fault with the Third Party Supplier and the Customer hereby consents to Puzzle Technology sharing its data and contact information with the Third Party Supplier for the purposes of resolving any fault.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Puzzle Technology shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Puzzle Technology with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.8 The Customer acknowledges that, following the discussion between Puzzle Technology and the Third Party Supplier set out in clause 5.6, the Third Party Supplier may contact the Customer to discuss the fault further.

4.4 In consideration of the payment in full and in accordance with clause 7, Puzzle Technology hereby grants to the Customer a non-exclusive, non-transferable right to use the Software on the Hardware for the purpose of operating the Goods.

5.9 The Customer acknowledges that until they are contacted by the Third Party Supplier, the Customer is not permitted to contact the Third Party Supplier directly.

### 5 LIMITED WARRANTY

5.1 Puzzle Technology warrants to the Customer that, on delivery, and for such period as is set out in the Quote (each a "**Warranty Period**"), the Goods shall conform in all material respects with the Specification (the "**Limited Warranty**").

5.10 Puzzle Technology shall not be responsible for any costs associated with the removal or re-installation of the Goods from or to any installation of the Goods. Puzzle Technology shall not be responsible for any costs associated with setting up the Goods and adjustment to any associated controls or programming required for a specific installation of the Goods.

5.2 In respect of Services, Puzzle Technology warrants to the Customer that the Services shall be performed by an appropriate number of suitably qualified and experienced personnel and using all reasonable skill and care and materially in accordance with the SLA, if applicable.

5.11 Puzzle Technology shall not be liable for any failure of the Goods to comply with the Limited Warranty if:

5.3 In the event Puzzle Technology purchases or procures any goods or services from a Third Party Supplier in connection with the provision of the Goods and/or Services under this Agreement, in addition to the foregoing warranties, and upon payment of any additional sums (as set out in the Quote), Puzzle Technology may pass-through or assign to Customer the rights Puzzle Technology obtains from the manufacturers and/or sellers of such goods, all to the

5.11.1 the label bearing the serial number of the Goods has been removed or defaced;

5.11.2 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4;

5.11.3 the defect arises because the Customer failed to follow Puzzle Technology's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.11.4 the Customer alters or repairs such Goods without the written consent of Puzzle Technology;

5.11.5 the defect arises as a result of (i) fair wear and tear; (ii) willful damage; (iii) negligence; (iv) abnormal storage or working conditions; (v) exposure to excess moisture, heat, lightning strike, power surges, earthquakes, flood or other acts of nature; or (vi) the installation or removal

- of the Goods from any installation.
- 5.11.6 the Goods differ from the Specification as a result of changes made to ensure they comply with Applicable Laws or regulatory requirements;
- 5.12 Damage resulting from improper packing and shipping should be addressed to the carrier.
- 5.13 Except as provided in this clause 5, Puzzle Technology shall have no liability to the Customer in respect of the Goods' failure to comply with the Limited Warranty set out in clause 5.1.
- 5.14 Save as set out in this clause 5, to the fullest extent permitted by law, Puzzle Technology makes no express or implied warranty or representation concerning the Goods and therefore excludes all conditions, warranties and representations (express or implied), statutory or otherwise in respect of the Goods and any deliverable under the Agreement.
- 6 TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer either when its agent collects from Puzzle Technology's warehouse or when delivery is made to the Customer.
- 6.2 Title to the Hardware shall not pass to the Customer until Puzzle Technology has received payment in full (in cash or cleared funds) for the Goods. The Customer shall be entitled to use the Software in accordance with the software license set out at clause 4.4 and as such, for the avoidance of doubt,
- 6.3 Until title passes in accordance with clause 6.2, the Customer shall hold the Hardware as bailee of Puzzle Technology and must keep the Hardware free from any charge, lien or other encumbrance. Puzzle Technology shall be entitled at any time either to require the Customer to deliver the Goods to Puzzle Technology or allow Puzzle Technology (with or without prior notice) to enter the premises where the Goods are stored and repossess the same. All charges incurred by Puzzle Technology in either respect shall be the Customer's responsibility. If the Customer purports to sell the Goods before payment is made to Puzzle Technology the proceeds of the sales shall belong to Puzzle Technology until payment in full has been received by Puzzle Technology.
- 6.4 Following the transfer of title in the Goods to the Customer in accordance with the Agreement, the Customer shall (where applicable):
- 6.4.1 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all WEEE (as hereinafter defined) arising or deriving from the Goods; and all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such goods;
- 6.4.2 comply with all additional obligations placed upon the Customer by the Waste Electrical and Electronic Equipment Regulations 2006 (the "**WEEE Regulations**") by virtue of the Customer accepting the responsibility set out in clause 6.4.1 above;
- 6.4.3 provide the Customer's WEEE compliance scheme operator with such data, documents, information and other assistance as such compliance scheme operator may from time to time reasonably require to enable such compliance scheme operator to satisfy the obligations assumed by it as a result of the Customer's membership of such scheme;
- 6.4.4 be responsible for and finance the secure disposal of data, documents and information in relation to all disposals under the WEEE Regulations;
- 6.4.5 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all other waste generated through, as a result of or in relation to installation of the Goods; and
- 6.4.6 be responsible for all costs and expenses arising from and relating to its obligations set out in this paragraph.
- 6.5 The terms used in clause 6.4 above shall have the meaning ascribed thereto in the WEEE Regulations.
- 7 PRICE AND PAYMENT**
- 7.1 The price of the Goods and/or Service shall be the price set out in the Quote, or, if no price is quoted, the price set out in Puzzle Technology's published price list in force as at the date of delivery.
- 7.2 Puzzle Technology may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any factor beyond Puzzle Technology's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Puzzle Technology adequate or accurate information or instructions.
- 7.3 Unless otherwise agreed in writing all prices for the Goods are quoted ex warehouse, inclusive of packing but exclusive of relevant taxes (including VAT) and delivery charges.
- 7.4 The Fees shall be paid by the Customer to Puzzle Technology upon submission of invoices by Puzzle Technology, submitted in accordance with the timeframe set in the Quote, and in accordance with the payment terms set out in the invoice or, if no payment terms are included, in accordance with the following:
- 7.4.1 invoices issued on a recurring basis in accordance with the relevant Quote shall be paid by direct debit within (i) ten (10) days for monthly invoices; and (ii) thirty (30) days of annual invoices;
- 7.4.2 the Fees for any Services provided on a pay-as-you-go basis, and for any services provided by Puzzle Technology in outside of the scope of a Quote, shall be invoiced by Puzzle Technology upon completion of the relevant service and shall be paid by the Customer within thirty (30) days of the date of the relevant invoice;
- 7.4.3 the Fees for any one-off purchase of Hardware payable by a Customer who holds an account with Puzzle Technology shall be paid:
- 7.4.3.1 for Hardware with a total value of less than £1,000 excluding VAT, upon placement of an Order. Payment shall be by immediate Direct Debit collection (Account Clients) or BACS;
- 7.4.3.2 for Hardware with a total value of £1,000 or more excluding VAT, at 60% upon placement of an Order with the balance to be paid three days before the delivery date stated in the relevant Order. Payment shall be by immediate Direct Debit collection (Account Clients) or BACS; and

- 7.4.3.3 for Hardware and related services provided at Puzzle Technology' discretion without a Quote in response to a Customer emergency and with a total combined value not exceeding £250 excluding VAT, within fourteen (14) days of the date of the relevant invoice; and
- 7.4.4 the Fees for any Hardware payable by all other Customers shall be paid in full upon placement of an Order.
- 7.5 Except as stated above, unless another method has been expressly agreed with the Customer, all Fees shall be paid by Direct Debit.
- 7.6 If the Customer fails to make any payment due to Puzzle Technology under the Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2.5% per month and deliveries will be suspended. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.7 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Puzzle Technology may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Puzzle Technology to the Customer.
- 8 INTELLECTUAL PROPERTY RIGHTS**
- 8.1 Except as expressly provided herein or as may be agreed in writing between the parties from time to time, the Customer will not receive any rights by implication or otherwise in any Goods and/or Services received by them under the Agreement. Unless otherwise explicitly agreed in writing, Puzzle Technology will retain all Intellectual Property Rights it possesses with regard to any and all documents, design, process, manufacturing and other technologies used in or resulting from the development, provision or production of the Goods and/or Services.
- 8.2 The Customer shall not rebrand the Goods and/or Services or remove any copyright notices, confidential or proprietary legends or identification from the Goods and/or Services.
- 9 TERMINATION AND SUSPENSION**
- 9.1 Without limiting its other rights or remedies, Puzzle Technology may terminate the Agreement with immediate effect by giving notice to the Customer if:
- 9.1.1 the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of the Customer being notified in writing to do so; or
- 9.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 9.2 Puzzle Technology may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.
- 9.3 Without limiting its other rights or remedies, Puzzle Technology may suspend provision of the Goods and/or Services under the Agreement or any other contract between the Customer and Puzzle Technology if:
- 9.3.1 the Customer becomes subject to any of the events listed in clause 9.1.2 or Puzzle Technology reasonably believes that the Customer is about to become subject to any of them; or
- 9.3.2 if the Customer fails to pay any amount due under the Agreement within [30] days of the due date for payment.
- 9.4 On termination of the Agreement for any reason the Customer shall immediately pay to Puzzle Technology all of Puzzle Technology's outstanding unpaid invoices and interest.
- 9.5 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.
- 9.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 10 LIMITATION OF LIABILITY**
- 10.1 Nothing in these Terms shall exclude or limit Puzzle Technology's liability for:
- 10.1.1 fraud or fraudulent misrepresentation;
- 10.1.2 death or personal injury caused by negligence; or
- 10.1.3 any other liability that, by law, cannot be excluded or limited.
- 10.2 Subject always to clause 10.1, Puzzle Technology shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 10.2.1 any loss of profits; loss of business; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time;
- 10.2.2 loss or corruption of data or information; or
- 10.2.3 any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.
- 10.3 Subject always to clause 10.1, Puzzle Technology's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to;
- 10.3.1 100% of the price of the Goods delivered under the relevant Quote where the liability arises in respect of Goods; or
- 10.3.2 100% of the fees paid by the Customer in the [6] weeks immediately preceding the claim where liability arises in respect of Services.

11 **FORCE MAJEURE**

11.1 Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including Denial of Service attacks, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, traffic congestion, acts of God, war, terrorism, riot, civil commotion, government, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors (each a "**Force Majeure Event**").

12 **GENERAL**

12.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

12.2 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.3 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or contract between them relating to the subject matter of the Agreement. Each party acknowledges that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents. Nothing in the Agreement shall limit or exclude any liability for fraud.

12.4 Save as expressly provided in the Agreement, no amendment or variation of the Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.

12.5 Neither party may assign, transfer, charge or subcontract its rights or obligations under the Agreement without the written consent of the other.

12.6 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership, agency or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

12.7 This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

12.8 The Customer grants to Puzzle Technology a

worldwide, royalty-free, non-exclusive license to use rights in its company logo for the purposes of displaying the customer's logo on Puzzle Technology's website and marketing presentations. Puzzle Technology may list the customer as a customer on its website and include a hyperlink to the customer's website. Puzzle Technology may include the customer's name in the list of Puzzle Technology customers at the foot of its press releases. The parties may refer to their collaboration in marketing slides. All other media releases, public announcements and public disclosures by the Customer relating to the Agreement or its subject matter shall be approved in writing by Puzzle Technology prior to release.

12.9 Any notice under the Agreement must be in writing and must be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement or such other address as may have been notified by that party for such purposes. A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in normal Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post. For the purposes of this clause 12.9, "writing" does not include email.

12.10 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the Agreement, its subject matter or its formation (including non-contractual disputes or claims).