

TERMS AND CONDITIONS OF BUSINESS FOR MES SYSTEMS LIMITED (5060603)

This agreement is made on the date it was received by you and is an agreement between; MES Systems Limited whose registered office is at Unit 1 Watling Court, Ptarmigan Place, Nuneaton, CV11 6GX and yourself or the organisation that you represent. We will assume that you agree to these terms if you do not contest them within 24 hours of receiving them or if you reply to an email message that had this document attached.

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

- 2.1 The price for the supply of good and services are set out in your written quotation/email or our standard price list. We shall invoice you on delivery. Invoiced amounts shall be due and payable once the goods have been delivered.
- 2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
- 2.3 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 2.4 An instruction to proceed or 'go ahead' either by email/telephone/phone/fax or a purchase order or arranging a start date or similar actions will be deemed to be acceptance of our quotation and the terms & conditions set out in this document.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

6. Performance

- 6.1 We will manufacture and install the items within a reasonable time.
- 6.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

- 7.1 Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 30 days from the date of the relevant invoice. This credit is subject to a credit check unless stated otherwise. Please note that no credit is given to invoices relating to domestic systems unless previously arranged. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to instruct the Credit Protection Association to contact you regarding the outstanding amount, and for us to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 7.2 We also reserve the right to demand payment immediately and cancel any credit terms if we deem this to be necessary.
- 7.3 We reserve the right to request to take a deposit to secure your order. This deposit will be based on various factors, including financial risk, value of the order places, proportion of capital goods involved in the order. Deposits are fully refundable inline with section 9 of these terms & conditions.

8. Warranty

- 8.1 We warrant that as from the date of delivery for a period of 12 months (unless stated otherwise) the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only.
- 8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Right to Cancel

- 9.1 For domestic customers a "cooling off period" of 14 days is applicable.

And we will permit you to cancel this Agreement by sending written (inc email) notice within this period. For commercial customers no later than 7 days after the date on which this Agreement has been viewed and not contested. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

- 9.2 If you have received the goods before you cancel this Agreement then you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

- 9.3 Once you have notified us that you are cancelling this Agreement, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

- 9.4 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

- 9.5 We reserve the right to cancel the Agreement between us if:
 - 9.5.1 we have insufficient stock to deliver the goods you have ordered;
 - 9.5.2 we do not deliver to your area; or
 - 9.5.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

- 11.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

- 11.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

- 11.3 Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

- 11.4 In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.

- 11.5 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

- 11.6 Where your security equipment has failed and it has resulted in a loss of good/services, we limit our liability to three times the cost of your annual service & maintenance agreement. Where no agreement is in place, we will not accept any liability.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

- 15.1 To protect your own interests please read the conditions carefully before agreeing to them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.

- 15.2 If you are unhappy with any aspect of our service, please contact the Managing Director. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

17. General Data Protection Regulation

We are MES Systems, trading as MES Systems Limited (Company Number 5060603) ("We" "us" "our" or "MES"). Our registered office is at; Enterprise House, Tenlons Road, Nuneaton, Warwickshire CV10 7HR we are committed to safeguarding your privacy. This policy - together with the SSAIB, NPCC and EU standards and rules and any other documents referred to on it - sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

MES Systems is a "Data Controller," which means that we are responsible for deciding how we hold and use personal information about you. We are required - under data protection legislation - to notify you of the information contained in this privacy notice.

It is important that you read this notice - together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you - so that you are aware of how and why we are using such information.

What information do we collect?

We collect your personal data because it is necessary, in relation to taking steps to enter into a contract with you and/or performance of a contract with you.

We may collect, store and use the following kinds of data about you:

- Information you give us: This is information about you that you give us by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you apply for certification, participate in discussion boards or other social media functions on our site, when raising a query, when registering for an event, completing a survey, and subscribe to email notifications or newsletters and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information and personal description.
- Information we collect about you: With regard to each of your visits to our site, we will automatically collect the following information:-

- a. your IP address
- b. geographical location
- c. Type of browser
- d. referral source
- e. length of visit
- f. number of page views

- Information we receive from other sources: We may receive your information when we work with third parties - including; business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers and credit reference agencies, for example. However, we will notify you when we receive information about you from them and the purposes for which we intend to use that information.

We do not collect any sensitive personal data about you, such as information about your race, political opinions or religious beliefs - unless we obtain your explicit consent. In addition, we do not knowingly collect personal data from - or direct our content towards - those under the age of 16.

How do we use your personal data?

Personal data submitted on our site will be used for the purposes specified in this privacy policy.

We may use your personal data to:

- administer our site.
- carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us.
- provide you with information about other goods and services that we offer, which are similar to those that you have already enquired about or are certified for.
- send statements and invoices to you and collect payments from you.
- comply with our statutory and regulatory obligations.
- deal with enquiries and complaints made by or about you relating to the site.

Where you submit personal data for publication on our site, we will publish - and otherwise use - such data in accordance with the licence that you grant to us.

You can withdraw your consent to any marketing emails, at any time, simply by emailing marketing@mes-systems.co.uk.

Disclosing your personal data to others

We will not share your personal data with others, unless:

- we are under a duty to disclose or share your personal details in order to comply with any legal obligation, or in order to enforce or apply our rules.
- our business enters into a joint venture with, or is sold to or merged with, another business. We may then share your personal details with our new business partners or owners.
- we use third parties to carry out business activities and they require your personal details to do so. This includes our out of hours customer service, our 24/7 monitoring facility, Police authorities and other emergency services and may include analytics and search engine providers that assist us in the improvement and optimisation of our site.
- you have agreed to it being shared with third parties for relevant marketing activity, as per below.

Where relevant, we will require that third parties follow our data protection and privacy policies and we will require that such third parties do not use your personal details for their own business purposes, without your prior consent.

Cookies

Cookies are text files, placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track your use of a website and to compile statistical reports on website activity.

The Interactive Advertising Bureau (IAB) is an industry body that provides in-depth information about cookies. You can set your browser not to accept cookies and the IAB website tells you how to remove cookies from your browser. However, in a few cases, some elements of our site may not function if you do not permit cookies from your browser(s).

We automatically collect and store the following information about your visit to our site:

- the internet domain and IP address from where you access our site.
- the type of browser software and operating system used to access our site.
- the date and time that you access our site.
- the pages you enter, visit and exit from our site.
- if you linked to our site from another site, the address of that site.

The cookies we use are "analytical" cookies. They allow us to identify click stream patterns, to improve our site and to learn about the number of visitors to our site - as well as the types of technology that our visitors use.

We only use this information to ensure that our site stays compatible with a selection of browsers and systems and to ensure that our site appeals to a wide audience.

Where we store your personal data

We store all of your personal details on our secure servers, located both within and external to the European Economic Area.

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Any payment transactions will be encrypted using SSL technology. Where we have given you - or where you have chosen - a password that enables you to access certain parts of

our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site. As such, any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Marketing

You have the right to ask us not to process your personal data for marketing purposes. We will inform you - before collecting your data - if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes.

You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data and you can also exercise the right - at any time - by contacting us at admin@mes-systems.co.uk

How long do we keep your personal data for?

We only keep your personal data for as long as is necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data - and whether we can achieve those purposes through other means - and the applicable legal requirements.

How secure is my data?

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Your rights

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
 - Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
 - Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
 - Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes?
 - Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
 - Request the transfer of your personal information to another party.
- If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please write to us at or email us at admin@mes-systems.co.uk

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

Your right to complain

If you have any problems with the way that we are handling your personal data, you should contact the Information Commissioner's Officer (ICO).

The ICO can be contacted by telephone on 0303 123 113 - Monday to Friday, between 9am and 5pm - or by email at casework@ico.org.uk. You can also visit the ICO's website by following this link: <https://ico.org.uk/>.

Changes to our privacy policy

We keep our privacy policy under regular review and any updates are posted on our site. This privacy policy was last updated on March 21, 2018.

Data Controller

The data controller responsible for your personal data is MES Systems, trading as MES Systems Limited (Company 5060603.) Our GDPR registration number is ZA174665

If you have any questions about this privacy notice or how we handle your personal information, please contact MES Systems on 02476 341809.

A.Morgan, Managing Director

21/03/2018

