



TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES
(Updated February 2024)
Part 1 – General

1. Interpretation

1.1. Definitions

In these Conditions, the following terms shall have the following meanings:

“Affiliate”: means in relation to a body corporate, any other entity that directly or indirectly Controls, is Controlled by, or is under direct or indirect common control with, that body corporate from time to time.

“Business Day”: a working day between the hours of 9:00 am and 5:30pm other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Commencement Date”: means the date of the Quotation.

“Conditions”: these terms and conditions (comprising Part 1 – General, Part 2 – Sale of Goods, Part 3 – Installation Services), as amended from time to time in accordance with clause 17.7.

“Confidential Information”: means all information which is disclosed by one party to the other, whether before or after the Commencement Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's (or any member of that party's group's) business, including its products, operations, processes, plans or intentions, developments, trade secrets, recipes, know how, design rights, market opportunities, personnel, suppliers and customers of the party disclosing it.

“Contract”: the contract between Utopi and the Customer for the supply of Goods and/or Services comprising of the Quotation and these Conditions.

“Customer”: the person or entity that accepts the Quotation for purchase the Goods and/or Services from Utopi, either for its own use or on behalf of an End User.

“Control”: in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or

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- (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate.

“Data Protection Legislation”: means all laws relating to data protection and privacy laws which are from time to time applicable to the parties (or any part of their business), including:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom;
- (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Utopi is subject; and
- (c) the DPA 2018;

in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing.

“Deliverables”: the deliverables set out in the Quotation, as supplied by Utopi for the Customer.

“Delivery Date”: has the meaning given in clause 1.1 of Part 2.

“Delivery Location”: has the meaning given in clause 1.1 of Part 2.

“DPA”: the Data Protection Act 2018.

“End User”: where the Customer is not to be the user of the Goods and/or Services, a person or entity who places an order for the Goods and/or Services with the Customer, which order is sub-contracted by the Customer to Utopi.

“EU GDPR”: the General Data Protection Regulation ((EU) 2016/679)

“Force Majeure Event”: has the meaning given to it in clause 10 of Part 1.

“Goods”: the equipment (or any part of it) supplied by Utopi which could include hardware by way of sale or rental and any other equipment, machinery or spares and may also include non-standard or branded goods specifically obtained or prepared by Utopi for the Customer.

“Goods Specification”: any specification for the Goods as provided by Utopi, including any relevant plans or drawings.

“Installation Guidelines” means installation instructions, guidelines or training provided by Utopi in conformance with the installation of Goods in accordance with manufacturer’s instructions.

“Installation Service”: means the installation of the Goods at the Customer’s premises at the request of the Customer and agreed by Utopi.

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“Intellectual Property Rights”: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and similar or equivalent rights or form of protection which subsist or will subsist now or in the future in any part of the world.

“Part”: a part of these Conditions.

“Project Dependencies”: means the project dependencies provided by Utopi outlining any dependencies required for performance of the Installation Services.

“Quotation”: means the quotation provided by Utopi to the Customer to which these terms are referenced.

“Services”: means the services set out in the Quotation including Installation Services.

“Utopi”: means Utopi Ltd, a company incorporated in Scotland with company number SC626120, whose registered office is at 163 Bath Street, Glasgow, G2 4SQ.

“UK GDPR”: the retained law version of the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

“VAT”: any value added tax chargeable from time to time.

- 1.2. Unless otherwise defined, terms defined in the Quotation shall have the same meaning in these Conditions.
- 1.3. Any reference to the Customer in these Conditions shall, where the context so permits and where the Customer is purchasing the Goods and/or Services on behalf of a third party, be deemed to include a reference to the End User.

2. **Basis of Contract**

- 2.1. The Contract sets out the terms and conditions on which the Customer shall purchase and Utopi shall sell or supply (as appropriate) the Goods and/or Services referred to in a Quotation. The Contract applies 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.
- 2.2. Any drawings, descriptive matter or advertising issued by Utopi and any descriptions of the Goods, Software or Services contained in Utopi's website, catalogues or brochures are provided for the sole purpose of giving an

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approximate idea of the Goods , Software and/or Services so described. They shall not form part of the Contract nor have any contractual force.

- 2.3. No order may be cancelled prior to delivery without Utopi's prior written consent. If cancellation is agreed, the Customer shall make payment to Utopi of all costs reasonably incurred by Utopi in fulfilling the Order up until the date of amendment or cancellation.

3. Performance

- 3.1. Unless otherwise agreed in writing, time for performance of the Contract shall not be of the essence, which shall not be made so by the service of any notice.
- 3.2. The Contract shall be performed during the Business Day.

4. Customer Obligations

- 4.1. The Customer shall (and, if the Customer is not the End User, the Customer shall ensure that the End User, where appropriate, shall):
 - 4.1.1. check that the Customer details on the Quotation are complete and accurate;
 - 4.1.2. co-operate in all matters relating to the provision of the Goods and the Services; and
 - 4.1.3. provide Utopi with accurate information and any materials as Utopi may reasonably require in order to supply the Goods or the Services.

5. Charges and Payments

- 5.1. The price for the Goods and/or Services:
 - 5.1.1. will be set out in the Quotation;
 - 5.1.2. will be inclusive of all costs and charges of packaging, insurance, transport of the Goods where Utopi has quoted for delivery; and
 - 5.1.3. shall include the costs associated with taxes or import/export duties where Goods are being sent overseas.
- 5.2. Utopi reserves the right to increase the price of the Goods or Services at any time before delivery to reflect any increase in the price of the Goods or Services to Utopi that is due to:
 - 5.2.1. any request by the Customer to change the delivery date(s), quantities or types of Goods/Services ordered or the Goods Specification/Service Specification; and/or

- 5.2.2. any delay caused by any instruction of the Customer in respect of the Goods or Services or failure of the Customer to give Utopi adequate or accurate information or instruction.
- 5.3. Customer shall pay for the Goods and/or Services in accordance with the payment milestones described in the Quotation.
- 5.4. The Customer shall pay each invoice submitted by Utopi:
 - 5.4.1. unless otherwise agreed in writing, within 30 days of the date of the invoice or in accordance with any credit terms agreed by Utopi;
 - 5.4.2. in the currency set out on the invoice; and
 - 5.4.3. by bank transfer to an account nominated in writing by Utopi.
- 5.5. Unless otherwise stated, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT and the Customer shall pay to Utopi any VAT as is chargeable.
- 5.6. If the Customer fails to make a payment due to Utopi under the Contract by the due date, then, without limiting Utopi's other remedies (including informing credit reference agencies), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.
6. **Data protection and data processing**
 - 6.1. Each party shall comply with its respective obligations under the Data Protection Legislation.
 - 6.2. The parties hereby acknowledge and agree that it is not anticipated that Utopi shall process any personal data in connection with this Contract and the Customer shall not send, or make available, any personal data, to Utopi other than for the purpose of entering into this Agreement and by way of general communications between the parties in the performance of their mutual obligations under this Contract.
7. **Confidentiality**
 - 7.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. A party's Confidential Information shall not be deemed to include information that:

- 7.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 7.1.2. was in the other party's lawful possession before the disclosure;
 - 7.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 7.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 7.2. Subject to clause 7.4 of this Part 1, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 7.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 7.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 7.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Utopi's Confidential Information).
- 7.6. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7.7. This clause 7 shall survive termination or expiry of the Contract.

8. **Limit of Liability**

- 8.1. Nothing in these Conditions shall limit or exclude Utopi's liability for:
- 8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2. fraud or fraudulent misrepresentation; or

- 8.1.3. any liability that cannot be lawfully excluded.
- 8.2. Subject to clause 8.1 of Part 1, Utopi's total liability to the Customer, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the Contract, in connection with loss or damage to the Customer's premises or other tangible property and assets (other than the Goods) shall be limited in respect of any one claim or series of claims arising out of the same event or circumstances, to £500,000 (five-hundred-thousand-pounds).
- 8.3. Subject to clauses 8.1 and 8.2 of Part 1, neither party shall be liable to the other, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any indirect, special, remote or consequential loss suffered by the other party caused by the party's breach of this agreement (including loss of savings, loss of potential business opportunities, depletion of goodwill).
- 8.4. Subject to clause 8.1, 8.2 and 8.3 of Part 1, either party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the amount of the price paid by the Customer for the Goods and/or Services pursuant to the Contract.
- 8.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6. This clause 8 shall survive termination or expiry of the Contract.

9. Termination

- 9.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.1.1. the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 9.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that

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other party with one or more other companies or the solvent reconstruction of that other party;

- 9.1.4. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 9.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 9.1.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - 9.1.7. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - 9.1.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 9.1.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 9.1.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 9.1.11. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
 - 9.1.12. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment.
- 9.2. On termination of the Contract, the Customer shall immediately pay to Utopi all outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Utopi shall submit an invoice, which shall be payable by the Customer within 30 days of receipt.
 - 9.3. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination,

including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

- 9.4. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

10. Force Majeure

Neither party shall have any liability to the other party under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm provided that the other party is notified of such an event and its expected duration.

11. Assignment

- 11.1. The Customer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement, including in the course of any divestments, acquisitions or portfolio sales (but for the avoidance of doubt shall not be entitled to novate this agreement to a third party that is not its Affiliate without the written consent of Utopi, such consent not to be unreasonably withheld or delayed).
- 11.2. Utopi may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement (but for the avoidance of doubt shall not be entitled to novate this agreement without the written consent of the Customer, such consent not to be unreasonably withheld or delayed).

12. Notices

- 12.1. Any notice required to be given under this Contract shall be in writing and shall 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 this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.
- 12.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in 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 shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

13. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and Remedies

Except as expressly provided in this Contract, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Entire Agreement

16.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17. Third Party Rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18. Conflict

If there is an inconsistency between any of the provisions in the Quotation and these Conditions, the provisions of the Quotation shall prevail.

19. Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

20. No partnership or Agency

Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Counterparts

21.1. This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21.2. Transmission of an executed counterpart of this Contract by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Contract.

21.3. No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

22. Governing Law and Jurisdiction

22.1. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

1. Delivery

- 1.1. Utopi shall deliver the Goods (or arrange for the Goods to be delivered) to the location set out in the Quotation or such other location as the parties may subsequently agree in writing (“Delivery Location”) on the date set out in the Quotation or such other date as the parties may subsequently agree in writing (“Delivery Date”). The Goods shall be properly packed and secured in such manner as to enable it to reach the Delivery Location in good condition.
- 1.2. Utopi shall not be liable for any delay in or failure of delivery caused by a Force Majeure Event or the Customer’s failure to provide Utopi with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If:
 - 1.2.1 the Customer changes the Delivery Location or Delivery Date; and/or
 - 1.2.2 delivery of Goods fails for some reason that is not attributable to Utopiand Utopi incurs costs from the carrier, Utopi reserves the right to charge the Customer for such costs.
- 1.3. Subject to clause 1.4.1 of Part 2, delivery of Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 1.4. If the Customer (or the End User, where appropriate) fails to accept delivery of the Goods within three Business Days of Utopi notifying the Customer that the Goods are ready, then:
 - 1.4.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Utopi notified the Customer or End User that the Goods were ready; and
 - 1.4.2. Utopi shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 1.5. If after ten Business Days after Utopi notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Utopi may resell or otherwise dispose of part or all of the Goods and, after deducting any reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 1.6. The Customer shall be responsible for inspecting the Goods on arrival and shall notify Utopi within 7 days of receipt of the Goods if there is any damage, discrepancy or shortage.
- 1.7. Any Goods which the Customer rejects as not conforming with the Goods Specification shall be returned at Utopi’s risk and expense. Entirely at Utopi’s

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discretion, Utopi may allow the Customer (or the End User, if different) to return Goods conforming to specification (at the Customer's cost) after delivery, provided they are unused and in pristine, unopened condition.

- 1.8. Utopi shall provide and maintain a sufficient stock of spare parts of Goods to enable a prompt replacement or repair, as necessary. Utopi shall provide sufficient training and support to the Customer and/or End Users, to enable them to carry out simple repairs and replacements independently, as appropriate.

2. Installation of the Goods

2.1. Where the Customer is responsible for installing the Goods:

2.1.1. the Customer will ensure that Goods are installed in accordance with the Installation Guidelines; and

2.1.2. the Customer will ensure that their appointed installer(s) comply with all applicable laws, regulations, regulatory policies, health and safety, building regulations, guidelines or industry codes which may apply from time to time in each jurisdiction where the installation is carried out, which for the avoidance of doubt, the Installation Training will not include guidance or instruction on jurisdiction specific guidelines.

3. Quality of Goods

3.1. Utopi warrants that on delivery, and for the warranty period of 24-months for the Utopi multisensor and, unless agreed otherwise 12-months for all other Goods ("Warranty Period"), the Goods shall:

3.1.1. conform in all material respects with the Goods Specification;

3.1.2. be free from material defects in design, material and workmanship; and

3.1.3. be of satisfactory quality.

The warranties set out in this clause 3.1 of Part 2 do not apply to batteries which will be the responsibility of the Customer to replace when necessary.

3.2. Subject to clause 3.3 of Part 2, Utopi shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

3.2.1. the Customer or End User gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 3.1 of Part 2; and

3.2.2. Utopi is given all requested information and a reasonable opportunity of examining such Goods (in its place of operation, if appropriate)

- 3.3. Utopi shall not be liable for the Goods' failure to comply with the warranty in clause 3.1 of Part 2 if;
- 3.3.1. the Customer or End User makes any further use of such Goods after giving a notice in accordance with clause 3.2 of Part 2;
 - 3.3.2. the defect arises because the Customer or End User failed to follow the Installation Guidelines or Utopi's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice, including, but not limited to, if a waterproofed item is installed incorrectly;
 - 3.3.3. the defect arises as a result of Utopi following any design or Goods Specification supplied by the Customer;
 - 3.3.4. the Customer or End User alters, adds to or repairs such Goods without the written consent of Utopi;
- 3.4. Except as provided in this clause 3 of Part 2, Utopi shall have no liability to the Customer or the End User in respect of the Goods' failure to comply with the warranty set out in clause 3.1 of Part 2.
- 3.5. These Conditions shall apply to any repaired or replacement Goods supplied by Utopi until the end of the Warranty Period.
- 3.6. This clause 3 of Part 2 shall survive termination or expiry of the Contract.

4. Risk and Title

- 4.1. The risk in the Goods shall pass to the Customer on:
- 4.1.1. completion of delivery where Utopi has arranged delivery; or
 - 4.1.2. upon transfer of the Goods to the Customer's delivery agent where the Customer arranges its own delivery.
- 4.2. Title to the Goods shall not pass to the Customer until Utopi receives payment in full (in cash or cleared funds) for the Goods.

1. Supply of Service

- 1.1. Utopi will provide the Installation Services in accordance with the Quotation.
- 1.2. Utopi shall provide the Installation Services with reasonable skill and care.
- 1.3. Utopi shall use reasonable endeavours to meet any performance dates set out in Quotation. Such dates shall be estimates only, however, and time shall not be of the essence in the provision of the Installation Services.
- 1.4. Utopi shall ensure that any and all of its personnel or subcontractors involved in the provision of the Installation Services are suitably skilled, qualified, and experienced to perform the part(s) of the Installation Services to which they are assigned.
- 1.5. If requested, Utopi and the Customer will mutually agree a project plan for the provision of the Services.

2. Delivery and Acceptance

- 2.1. The Installation Services shall be deemed to have been accepted to the complete satisfaction of the Customer after the elapse of ten (10) Business Days from the date of Utopi communicating to the Customer that the Services have been completed, provided there are no known defects.

3. Customer Obligations

- 3.1. The Customer shall provide:
 - 3.1.1. any Project Dependencies;
 - 3.1.2. any relevant information which would reasonably impact the delivery of the Installation Services;
 - 3.1.3. site drawings, specifications and other information in relation to the Customer premises or other sites;
 - 3.1.4. all co-operation that is reasonably required by Utopi to enable Utopi to provide the Installation Services;
 - 3.1.5. where required, any easements, way leaves, permissions, consents or licences which are necessary to grant access to and make available and use of the Customer's premises and any other facilities that is or are agreed upon by the Parties or as otherwise reasonably requested from time to time by Utopi to enable Utopi to provide the Installation Services; and

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- 3.1.6. applicable health and safety rules and regulations and security requirements applicable to the premises.
 - 3.2. In the event that Utopi requires the decision, approval, consent, authorisation, or any other communication from the Customer in order to continue with the provision of the Services (or any part thereof) at any time, the Customer shall provide the same in a reasonable and timely manner.
 - 3.3. The Customer will comply with all obligations and responsibilities under the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Construction (Design and Management) Regulations 2007, any approved codes of practice, industry guidance and best practice as amended from time to time.
 - 3.4. Any failure or delay in the provision of the Services by Utopi which results from the Customer's failure or delay in complying with any of its obligations under the Contract, including failure to perform the obligations at Clause 3 of Part 3, or any other act or omission of the Customer shall not be the responsibility or fault of Utopi.
- 4. Additional Charges**
- 4.1. If the Customer fails to perform its obligations under clause 3 of Part 3, Utopi will be entitled to charge the Customer the following additional charges:
 - 4.1.1. where Utopi was unable to access the Premises, a failed installation charge of £400 (plus VAT);
 - 4.1.2. all travel, subsistence and out-of-pocket expenses incurred in the re-performance of the Installation Services.

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