

The Supplier Standard conditions for the supply of goods NO CLIMB PRODUCTS LIMITED ("the Company")

TERMS AND CONDITIONS OF SALE (Effective December 2022)

1. GENERAL

- 1.1. In these terms and conditions "Goods" means the goods and or services to be supplied by the Company pursuant to an Order, and "Order" means the Buyer's order for the Goods which constitutes an offer to purchase the Goods in accordance with these terms and conditions. "Buyer" means the person or firm who purchase the Goods from the Company. "Contract" means the contract between the Buyer and the Company for the sale and purchase of the Goods in accordance with these terms and conditions. No Order will become effective or be deemed to be accepted until either it is accepted by the Company in writing, or the Goods specified in such Order are delivered by the Company, whichever occurs first, at which point and on which date the Contract shall come into existence
- 1.2. Estimates or quotations comprise an invitation to treat only and are valid for 30 days unless otherwise specified. The Contract comprises the entire agreement between the parties and the Buyer acknowledges that it has not relied on any statement, promise or representation given by or on behalf of the Company which is not set out in the Contract.
- 1.3. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- 1.4. Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2. AMENDMENTS TO ORDER

Any variation or amendment to a Contract requested by the Buyer will only be valid and binding on the Company if it is agreed in writing signed by a duly authorised representative of the Company and subject to an appropriate adjustment in price, delivery dates and other matters.

3. DELIVERY

- 3.1. Where the Buyer has not been authorised by the Company to purchase the Goods on credit, the Company will not despatch the Goods until the price of the Goods has been paid in full and in cleared funds. When payment has been made, the Company will use its reasonable endeavours to deliver the Goods within a reasonable period. Subject to the foregoing the Company will use its reasonable endeavours to deliver the Goods at the time and in the manner specified in the Contract but any delivery date given is an estimate only and in no circumstances shall time be or be capable of being made of the essence of the contract.
- 3.2. Unless specified in the Contract or otherwise agreed delivery of Goods shall be at the Company's factory gate.
- 3.3. The Company shall have the right whether before or after the date of the Order to alter the specification of the Goods or any part thereof without notice to the Buyer provided that such alteration does not adversely affect the performance of the Goods.

- 3.4. Unless otherwise agreed in writing by the Company all deliveries of Goods pursuant to any Contract/Accepted PO shall be as stated on our official order acknowledgement according to "Incoterms 2020" issued by the International Chamber of Commerce, or an amendment of re-publication thereof in force at the date of the relevant Contract/Accepted PO.
- 3.5. If the Company fails to deliver the Goods, its liability (if any) shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by any circumstance or circumstances beyond the reasonable control of the Company or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6. The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 3.7. If the Buyer fails to take delivery of the goods within three business days of the Company notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by circumstances outside the reasonably control of the Buyer or the Company's failure to comply with its obligations under the Contract delivery of the Goods shall be deemed to have been completed on the third business day after the day on which the Company notified the Buyer the Goods were ready and the Company may store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.8. The Buyer shall not be entitled to reject the Goods if the Company delivers up to 5% more or less than the quantity of Goods ordered but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.

4. INTELLECTUAL PROPERTY

- 4.1. The Buyer shall forthwith notify the Company of any allegation of infringement of any patent, registered design, trade mark, copyright or other intellectual property right enjoyed by the Company or by the manufacturer of the Goods or any part thereof.
- 4.2. To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses damages, and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of that specification. This Clause shall survive termination of the Contract.

5. WARRANTIES AND QUALITY

- 5.1. The Company warrants that subject to the following provisions of this clause 5 the Goods supplied under the Contract will be free from material defects in workmanship and material for the period set out in the attached statement of warranty. Goods sold subject to a "Limited Lifetime Warranty" shall be governed by the terms of such Limited Lifetime Warranty and these terms and conditions (and where there is any conflict or inconsistency the terms of the Limited Lifetime Warranty shall prevail) In relation to services the Company shall perform such services with reasonable skill and care.

- 5.2. Notwithstanding clause 5.1 the Company shall have no liability in respect of any shortage in delivery or defective goods unless:
 - 5.2.1. In the case of any shortage in delivery or defect which is readily apparent on inspection the Buyer notifies the Company in accordance with clause 5.2.3 within seven days of delivery; or
 - 5.2.2. In the case of any other defect the Buyer notifies the Company during the period of the warranty referred to in clause 5.1; and, in either case;
 - 5.2.3. Such notice is in writing and includes full details of the defect and/or shortage and includes part/or serial/batch numbers and the date of purchase of the goods; and
 - 5.2.4. The Buyer, if authorised and requested by the Company and having been provided by the Company with a Return Material Authorisation (RMA) number, returns the defective Goods to the Company (or to such other person specified by the Company) prepaid either by Parcel Post or recognised parcel courier. The Buyer will not return any defective Goods unless so authorised and requested by the Company.
- 5.3. On return of defective Goods to the Company the Company will, in its entire discretion, repair or replace such Goods or credit to the Buyer the price at which the Goods were sold by the Company to the Buyer.
- 5.4. The warranties and liability of the Company set out in this clause 5 shall constitute the entire warranties and liability of the Company in respect of the Goods failure to comply with the warranty referred to in clause 5.1, and all other warranties and liabilities, whether implied or otherwise, are expressly excluded to the extent permitted by law.
- 5.5. Without prejudice to clause 5.4, and subject to Clause 6.1, the Company shall in no circumstances be liable for any defects in Goods, or non-compliance with the warranty set out in Clause 5.1, in any of the following events:
 - 5.5.1. The Buyer making any further use of the relevant defective Goods after giving notice in accordance with clause 5.2.3;
 - 5.5.2. The defect arising because the Buyer failed to follow the Company'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;
 - 5.5.3. The defect arising as a result of the Company following any drawing, design or specification supplied by the Buyer;
 - 5.5.4. The Buyer altering or repairing the relevant Goods without the written consent of the Company;
 - 5.5.5. The defect arising as a result of fair wear and tear, accidental damage, wilful damage, mishandling, misuse, abuse, negligence, improper care, , abnormal storage or working conditions or repair by unauthorised persons;
 - 5.5.6. Default on the part of the Buyer including any non-compliance with any obligation imposed by these terms and conditions or any delay, wrong information or lack of required information; or

- 5.5.7. The relevant defective Goods differing from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.6. In the event that any Goods alleged to be defective by the Buyer are not defective, the Company may charge and the Buyer agrees to pay the Company's reasonable costs in connection with the inspection of such Goods.
- 5.7. Until the expiry of the warranty referred to in Clause 5.1 above:
- 5.7.1. The Company's representative shall have a full and free right of access to the Goods;
- 5.7.2. The Buyer shall only permit duly authorised representatives of the Company to effect replacement of parts, maintenance and repairs to the Goods;
- 5.7.3. The Buyer shall properly maintain the installation and environment for the Goods so as to comply with the Company's specifications;
- 5.7.4. the Buyer shall permit operation of the Goods only by such operators as shall be competent and conversant with the Goods and the Buyer shall not permit any addition or attachment to or movement of any item or part of the Goods or purport to assign or transfer its interest under any agreement between the Buyer and the Company.
- 5.8. The Buyer shall conform with all instructions and labelling prescribed by the Company in relation to the Consumer Protection Act 1987 and all other relevant legislation including without limitation relevant health and safety legislation.
- 5.9. The Buyer shall supply the Company with full written details of all legal requirements of any territory (other than the United Kingdom) in which the Goods will be used or sold by the Buyer relating to the design construction composition and quality of the Goods. It is the responsibility of the Buyer to satisfy itself that the Goods comply with all relevant legal and regulatory requirements in the territory in which the Buyer wishes to use or re-sell the Goods. The Company provides no warranty that the Goods will comply with all such relevant legal and regulatory requirements.
- 5.10. The warranties referred to in this Clause cover the Buyer only and are non-transferable.
- 5.11. Where the Company replaces any Goods pursuant to his Clause 5, the Company reserves the right to replace any Goods that have been discontinued with Goods from the Company's product line of comparable value and function.

6. LIMITATION OF LIABILITY

- 6.1. Nothing in these terms and conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence or the negligence of its employees or sub-contractors, for fraud or fraudulent misrepresentation, breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or any other matter in respect of which it would be unlawful for the Company to exclude or restrict liability

- 6.2. Subject to clause 6.1 the Company shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of savings, loss of contracts or any indirect, special, punitive or consequential loss arising under or in connection with the Contract.
- 6.3. Subject to Clause 6.1 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), and breach of statutory duty or otherwise, shall in no circumstances exceed the price of the Goods.
- 6.4. Save as set out in the Order , and subject to Clause 6.1, in the absence of specific written agreement signed by the Company's duly authorised representative:-
- 6.4.1. The Buyer accepts that he is not relying upon the Company's judgement as to the fitness of the Goods for any specific purpose of the Buyer;
- 6.4.2. The Buyer accepts that he is not placing an Order in reliance upon any promise, representation or inducement on the part of the Company;
- 6.4.3. The Company shall not be liable for any loss expense or damage howsoever arising (including by negligence) to any property of or furnished by the Buyer or any third party and the Buyer must insure its own property arising out of or in connection with this Agreement.

7. CHARGES AND PAYMENT

- 7.1. Unless otherwise agreed in writing, and subject to clause 1.2, the price of the Goods shall be the price stipulated in the Company's published price list current at the date of delivery. All prices quoted are exclusive of Value Added Tax and all other duties and levies which will be payable in addition to the price. Where any taxable supply for VAT purposes is made under the Contract by the Company to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 7.2. Unless otherwise agreed in writing, the Buyer will not be entitled to receive any discounts other than those listed in the Company's current price list.
- Any sums paid to the Company by way of deposit or prepayments are not refundable to the effect that any claims for reimbursement of such sums will be at the absolute discretion of the Company.
- 7.3. Where the Company has agreed in writing that the Buyer is permitted to purchase the Goods on credit then payment in full is due to the Company in full and cleared funds not more than 30 days after the date of the Company's invoice. Such time of payment is of the essence of the contract. Where the Buyer is so authorised to purchase the Goods on credit the Company may invoice the Buyer for the Goods on or at any time after completion of delivery. In all other cases the Company may invoice the Buyer at any time after the Contract comes into existence in accordance with these terms and conditions.
- 7.4. If the Buyer (being a company) enters into administration liquidation or receivership or (being an individual) becomes bankrupt or in either case makes any arrangement with his creditors or commits a material or serious breach of this agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the Contract.

- 7.5. The Buyer will pay to the Company interest at 2 % per month above the base rate of Barclays Bank or part thereof on any late payment accruing on a daily basis from the date for payment until the date of actual payment of the overdue amount, whether before or after judgment.
- 7.6. The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any Order.
- 7.7. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

8. CONFIDENTIALITY

- 8.1. All information supplied by the Company in any form (other than information in the public domain or information required to be disclosed by law or anybody of competent jurisdiction) is supplied in confidence and must not be used by the Buyer for any other purpose than the performance of the Contract and must not be disclosed to any other party without the Company's express written consent and then only on conditions equivalent to this condition and with an express notification that the information was provided for the Buyer only and is not intended to be relied upon by any other party.
- 8.2. The Company may use its connection with the Buyer in its advertising of its Goods and services.

9. ASSIGNMENT AND SUB-CONTRACTING

The Company may assign or sub-contract such part or parts of any Contract as it sees fit. The Buyer may not assign its rights hereunder.

10. TITLE AND RISK IN GOODS

- 10.1. The title in the Goods shall not pass from the Company to the Buyer until the later of delivery and receipt by the Company of payment in full of all sums due or owing from the Buyer to the Company on any account.
- 10.2. The risk in the Goods shall pass to the Buyer on delivery.
- 10.3. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11 or the Company reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

11. BUYER'S INSOLVENCY OR INCAPACITY

- 11.1. If the Buyer becomes subject to any of the events listed in this clause or the Company reasonably believes that the Buyer is about to become subject to any of them, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries and/or performance under the Contract or under any other contract between the Buyer and the Company without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- 11.2. or the purposes of this clause, the relevant events are:
- 11.2.1 The Buyer 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.2.2 The Buyer 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];
- 11.2.3 (Being a company) 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 the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 11.2.4 (Being an individual) the Buyer is the subject of a bankruptcy petition or order;
- 11.2.5 A creditor or encumbrance of the Buyer 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 its assets and such attachment or process is not discharged within 14 days;
- 11.2.6 (Being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 11.2.7 A person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 11.2.8 Any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the above clauses
- 11.2.9 The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- 11.2.10 The Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

11.2.1 (Being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. **MATTERS BEYOND COMPANY'S CONTROL**

The Company shall not be liable for any loss damage or expense howsoever arising from any delay or failure of performance arising from circumstances beyond its control including, but not limited to, earthquake, flood, storm, act of God or of public enemies, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, interruption of services rendered by any public utility or interference from any government agency or official.

13. **RETURN OF GOODS**

It is the Company's policy not to accept back any goods that have been ordered in error or in excess of requirements. In exceptional circumstances, with the approval of the Company, where the Company does accept goods back on this basis a 10% handling charge (i.e. 10% of the price of the Goods returned) will be applicable.

14. **GENERAL**

14.1. Notices.

14.1.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

14.1.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by pre-paid first class post or recorded delivery, at 9:00am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission.

14.1.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.2. Severance.

14.2.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 14.2.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.3. Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.4. Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.
15. **LAW**
- This agreement shall in all respects be governed by and construed in accordance with the laws of England. The Buyer submits to the exclusive jurisdiction of the English courts.
16. **CORPORATE CRIMINAL OFFENCE OF FAILURE TO PREVENT FACILITATION OF TAX EVASION**
- 16.1. The Customer shall ensure they have policies in place to comply with the Criminal Finances Act 2017 (CFA2017) which introduced a new Corporate Criminal Offence to Prevent the Facilitation of Tax Evasion, together with the Corporate Code of Conduct Policy held by Detectortesters available at www.detectortesters.com

Detectortester Testifire XTR2 Terms and Conditions

These terms and conditions ("Terms") apply to Detectortester's Testifire XTR2 connected product.

Detectortesters Connected Products

Terms and Conditions

- **Part A – Definitions and interpretation**
- **Part B – Hardware specific terms**
- **Part C – App and Portal specific terms**

- **Part D - General terms**

Detectortesters Connected Products

Terms and Conditions

These terms and conditions ("**Terms**") apply to supply of, and use of Detectortesters' connected devices, mobile application, and online portal

The Customer's attention is particularly drawn to the exclusions and limitations of liability at clause 21.

Part A – Definitions and interpretation

1 Definitions and interpretation

1.1 In these Terms, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between Detectortesters and the Customer on these Terms.

"Agreement Personal Data" means Personal Data which is to be processed under this Agreement, as more particularly described in clause 17.2

"App" means the application known as "DT-connect" or "DT-connect Pro" to be supplied by Detectortesters, including at Detectortesters' full discretion, any updates, upgrades, modifications, enhancements or other developments of the App, including to correct faults or add functions.

"App Store" means the application store used to download the App, for example Apple (iOS) or Google Play (Android).

"App Store Terms" means the terms and conditions and/or policies of the relevant App Store.

"Applicable Law" mean: (a) any law and any legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case; and (b) any non-binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any non-binding industry code of conduct or guideline, which, in each case, applies to one or each of the parties to this Agreement or relates to this Agreement, the App, the Portal, the Hardware, the Documentation, the Services, the activities which are comprised in all or some of the Services or the use or application of the output from the Services and which is in force from time to time

"Authorised Users" means the employee or employees of the Customer (or an individual engaged by the Customer under a temporary contract) which have been authorised by the Customer to access and use the Hardware, App, Portal and/or Documentation.

"Connected Devices" means hardware that features a Bluetooth or Wi-Fi module supplied by Detectortesters or a Supplier to the Customer.

"Connected Products" means the combination of the Connected Device, App and Portal.

"Confidential Information" means all confidential information which is disclosed, or made available, directly or indirectly by one party to the other whether before, on or after the date of the Agreement, and whether orally, in writing, in electronic form or other media, which relates to a party's business including without limitation its products, operations, processes, plans or intentions, developments, trade secrets, know-how, market opportunities, personnel, suppliers and customers of the party disclosing it, any other information which is identified as being of a confidential nature or would appear to a reasonable person to be confidential and all information derived from any of the above together with the existence or provisions of this Agreement and the negotiations relating to it.

"Customer" means the business entity either purchasing the Hardware and/or Services (as applicable) or to which such Hardware and/or Services (as applicable) is registered to.

"Data Protection Laws" any laws in force in the United Kingdom from time to time that relate to data protection, the processing of personal data, privacy and/or electronic communications; and references to "Controller", "Data Subjects", "Personal Data", "processing" and "Processor" have the meanings set out in and will be interpreted in accordance with such laws (and for the purposes of clause 17 "process" and "processed" will be interpreted accordingly)

"Detectortesters" means No Climb Products Limited (company number: 00839470) whose registered office is at Edison House, 163 Dixons Hill Road, Welham Green, Hertfordshire, AL9 7JE.

"Detectortesters Customer Account" means the Customer's user account with Detectortesters in connection with goods and services relating to Connected Products.

"Documentation" the operating manuals, user instruction manuals (including the Hardware user manual as amended from time to time), technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Detectortesters in respect of the Hardware, the App and/or Portal, as may be updated or amended from time to time.

"Fees" means together all of the fees payable by the Customer under the Agreement, including (as applicable): (a) the Hardware Fees; (b) the Subscription Fees

"Force Majeure Event" means any cause affecting the performance by a party of any of its obligations under this Agreement which is beyond its reasonable control and which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, which includes (without limitation): earthquake, flood, storm, act of God or of public enemies, national emergency, epidemic, pandemic, invasion, insurrection, riots, strikes, picketing, boycott, interruption of services rendered by any public utility or interference from any government agency or official.

"Freemium Services" means the version or feature set of the App made available by Detectortesters to all customers and users, on a free of charge basis, which enables the relevant customers and users to access basic functionality of the Hardware, App and Portal.

"Goods" means the goods (which may include Hardware) supplied by Detectortesters or a Supplier to the Customer as part of an Order in connection with the Hardware.

"Hardware" means the physical Detectortesters' Connected Device used to complete fire system testing supplied by Detectortesters or a Supplier to the Customer.

"Hardware Fees" means the fees payable by the Customer for the provision of the Hardware by Detectortesters, and for the purpose of clause 21.4, this shall include (as applicable) a sum equivalent to the fees paid by the Customer to the relevant Supplier for the Hardware, where the Hardware has been purchased by or on behalf of the Customer from a Supplier.

"Intellectual Property Rights" means rights in inventions, patents, trade marks, service marks, rights in designs, rights in trade names and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secrets, copyrights (including, for the avoidance of doubt, rights in computer software), database rights and semiconductor topography rights, rights of confidentiality and other proprietary rights relating to information including know how and other technical information (in each case whether registered or unregistered and including applications to register any of the foregoing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

"Liability" means liability arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Agreement and/or any defect in any of the Hardware, App and/or Portal in each case howsoever caused including if caused by negligence.

"Personal Data Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed

"Portal" means the client cloud portal provided by Detectortesters to allow the Customer to access, view and download reports and documents, and register Hardware and Authorised Users.

"Premium Services" means the version of the App or applicable selected features within the app, made available by Detectortesters to customers and users for a rolling monthly subscription fee, which provides the relevant customers and users with enhanced functionality of the Hardware, App and Portal compared to the Freemium Services.

"Restricted Transfer" means any transfer of Agreement Personal Data which is undergoing processing, or is intended to be processed after transfer, to a country or territory outside the United Kingdom

"Services" means the Freemium or Premium Services, and any other services provided by or on behalf of Detectortesters to the Customer or its Authorised Users (as applicable) in connection with the Agreement.

"Sub-Processor" means any person appointed, engaged or permitted by Detectortesters to process Agreement Personal Data.

"Subscription Fees" means the fees payable by the Customer for the provision of Premium Services.

"Subscription Term" means the period set out in clause 14.1.

"Supplier" means a distributor authorised by Detectortesters to supply Detectortesters' goods and/or services.

"Supplier Terms" means the Supplier's relevant terms of supply that apply to Hardware purchased from a Supplier.

"Terms" means the terms and conditions set out in Part A to Part E herein.

"Termination Date" means the date on which this Agreement expires or terminates for whatever reason.

"Third Party Software" means any third party software forming part of the App and/ or Portal.

"VAT" means: (a) any value added tax imposed by the Value Added Tax Act 1994; (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); (c) any other tax of a similar nature to that referred to in paragraphs (a) or (b) above, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, any tax referred to in paragraphs (a) or (b) above; and (d) any other tax of a similar nature to that referred to in paragraphs (a), (b) or (c) above imposed in any country in the world.

1.2 Interpretation

- (a) all headings are for ease of reference only and will not affect the construction or interpretation of the Agreement;
- (b) unless the context otherwise requires:
 - (i) references to the singular include the plural and vice versa and references to any gender include every gender; and
 - (ii) references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- (c) references to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

- (d) any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- (e) references to “in writing” or “written” include e-mail but not other methods of electronic messaging.
- (f) an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

Part B – Hardware specific terms

2 General

2.1 Except where expressly stated otherwise in the Agreement, the following terms and conditions apply to the supply of the Hardware by Detectortesters or a Supplier and the use of the Hardware by the Customer and any of its Authorised Users:

- (a) the terms and conditions set out in this Part B (Hardware Specific Terms);
- (b) the terms and conditions set out in Part E (General Terms); and
- (c) the terms and procedures set out in the relevant Documentation.

3 Title and Risk in the Hardware

3.1 Risk in any Hardware shall pass to the Customer at the time of receipt such Hardware to the Customer.

3.2 Where the Customer has purchased the Hardware from Detectortesters, legal and beneficial ownership of the Hardware will not pass to the Customer until the Detectortesters has received in full in cleared funds:

- (a) all sums due to it in respect of the Hardware; and
- (b) all other sums which are, or which become due to the Detectortesters from the Customer on any account whatsoever

3.3 Notwithstanding clause 3.2, where the Customer has purchased the Hardware from a Supplier, the terms relating to title in the relevant Supplier Terms shall apply instead of clause 3.2 of these terms.

4 Registration and ongoing use

- 4.1 Prior to first use of the Hardware, the Customer must register the Hardware via the Portal by following the relevant steps set out in the Hardware quick start guide and user manual.
- 4.2 In order to complete Registration, the Customer will be required to either sign in to their existing account via the Portal or create a new account on the Portal. Further information on how to create an account or sign in to an existing account (as applicable) is set out in the Hardware quick start guide and user manual.
- 4.3 Once registration is complete, the Customer must assign at least one Authorised User to the Hardware via the Portal in order to use the Freemium or Premium Services.
- 4.4 Upon assigning an Authorised User the Customer is entitled to use Freemium services. In order to access Premium Services the Customer must purchase a Subscription/s via the portal.
- 4.5 The Customer must be verified and confirmed by Detectortesters before the Customer can purchase a Subscription/s via the Portal.
- 4.6 The Customer may cancel a Subscription at any time by via the Portal. In the event that the customer cancels a Subscription, the Subscription will remain active and accessible until the next billing period, and no further charges will be incurred beyond that point. Detectortesters will not issue any pro-rata refunds for the remaining unused portion of the subscription period after cancellation.
- 4.7 In order to use the Hardware, subject to complying with the relevant terms and conditions in these Terms, each Authorised User will need to:
- (a) be registered as an Authorised User; and
 - (b) download the App; and
 - (c) pair its mobile device with the relevant Hardware
- 4.8 An Authorised User must register the Hardware's first smoke cartridge and each subsequent smoke cartridges (as applicable).
- 4.9 In order to change the customer that the Hardware is registered to, the Customer must cancel any active Subscriptions, unregister the Hardware on the Portal from its account and then the Hardware can be registered to a new customer, provided that customer complies with these terms and conditions.

5 **Hardware Warranties**

- 5.1 Detectortesters warrants that, upon receipt of the Hardware by or on behalf of the Customer, the Hardware shall be free from material defects in design, material and workmanship for a period of 24 months.
- 5.2 Unless an exception applies (as set out in clause 5.6), if the Customer gives Detectortesters notice in writing within fourteen (14) days of discovery that the Hardware does not comply with the warranties set out in clause 5.1, provided that:

- (a) the Customer promptly returns such Hardware to Detectortesters; and
- (b) Detectortesters is given a reasonable opportunity to examine such Hardware; and
- (c) the Customer provides Detectortesters with all information and assistance which Detectortesters may reasonably require to investigate the alleged breach; then

Detectortesters shall, in its entire discretion and at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full and subject to clause 21.1 and clause 21.4, this will be the Customer's only remedy for breach of the warranty. These Terms shall apply to any repaired or replacement products supplied by Detectortesters.

- 5.3 Where Detectortesters replaces any Hardware pursuant to clause 5.2, Detectortesters reserves the right to replace any such Hardware that has been discontinued with a product from then-current Detectortesters' product line of comparable value and function.
- 5.4 The Customer acknowledges that the Hardware's true colour may not exactly match that shown online or in any Detectortesters marketing or its packaging may be slightly different.
- 5.5 The Customer's only remedy for breach of the obligation at clause 5.2 will be in damages.
- 5.6 Detectortesters shall not be liable for the Hardware's failure to comply with the warranties set out in clause 5.1 above if:
- (a) the Customer makes any further use of such Hardware after informing Detectortesters that the Hardware is non-compliant with the warranty at clause 5.1;
 - (b) the defect arises because the Customer has failed to follow Detectortesters' oral or written instructions as to the storage, installation, use or maintenance of the Hardware or (if there are none) good trade practice;
 - (c) the Customer alters or repairs the Hardware without Detectortesters' written consent;

- (d) a defect in the Hardware is caused or exacerbated by improper use, handling, installation, maintenance or storage by the Customer following delivery of such Hardware; or
 - (e) the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 5.7 Subject to clause 21.1 and clause 21.4 , Detectortesters will not have any Liability for a breach of clause 5.1 if the Customer does not comply with any of its obligations under clause 5.2 in respect of the breach. This clause 5.7 shall survive expiry or termination of this Agreement however arising.

Part C – App and Portal Specific Terms

6 General

- 6.1 Except where expressly stated otherwise in this Agreement, the following terms and conditions apply to the supply of the App by Detectortesters and the use of the App and/or Portal (as applicable) by the Customer and any Authorised User:
- (a) the terms and conditions set out in this Part C (App and Portal Specific Terms);
 - (b) the terms and conditions set out in Part E (General Terms); and
 - (c) the terms and procedures set out in the relevant Documentation.
- 6.2 By accessing or using the Portal, the Customer and each Authorised User will be deemed to have accepted of these Terms. If a user does not agree to these Terms, that user should immediately cease use of the Portal.
- 6.3 By downloading and using the App, the Customer and each Authorised User will be deemed to have accepted the relevant terms under Part C of this Agreement. If a user does not agree to these Terms, that user should not download or use the App.
- 6.4 The following policies also apply to use of the App and Portal by the Customer and each Authorised User:
- (a) The Detectortesters privacy notice (as set out in Appendix One)
- 6.5 The Customer will be responsible for ensuring that any of its Authorised Users that access the App and/or Portal in connection with their Detectortesters Customer Account is aware of these Terms and the privacy notice referred to above and that they comply with them.

- 6.6 Detectortesters reserves the right, as Detectortesters will in its discretion determine, to make an improvement, substitution or modification in whole or in part to the App and/or Portal and/or the content on each of these, including without limitation by adding or removing content or functionality, at any time.
- 6.7 Detectortesters:
- (a) make no warranties, representations, undertakings or guarantees that the App or Portal or any content on either will be:
 - (i) free from errors or omissions; and
 - (ii) secure or free from bugs or viruses; and
 - (b) does not guarantee that access to the App, or the content on it, will always be available or uninterrupted. The Customer and its Authorised Users' right to access the App or the Portal are given on a temporary basis only.
- 6.8 Detectortesters offers its customers the option to use either the Freemium Services or subject to payment of the applicable Subscription Fees by the Customer, the Premium Services. The Customer may opt to use either the Freemium Services or the Premium Services version of the App and Portal on the terms set out in this Agreement.

7 App requirements and additional third party terms

- 7.1 Subject to the Customer's ongoing compliance with this Agreement, the Customer may download the App from the relevant App Store.
- 7.2 Use of the App by the Customer, any Authorised User and any other user is also subject to the App Store Terms. In the event of any conflict or inconsistency between these Terms and the App Store Terms, the App Store terms will prevail in respect of downloading of the App only.
- 7.3 In order to download and access the App, each Authorised User will need to have a compatible mobile device which meets the requirements set out in application description on the relevant App Store the Authorised User opts to use (including download size and memory requirements, version of operating system, device compatibility, etc).
- 7.4 From time to time Detectortesters may automatically update the App and change the services it provides via the App in order to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, the Customer and/or any of its Authorised Users (as applicable) may be notified as a user of the App that an update is available and be requested to download and install the updated App for these reasons.

8 Licence to use the App and the Portal

Freemium licence

- 8.1 Detectortesters hereby grants to the Customer, on a free of charge basis, a revocable, non-exclusive, non-transferable licence (sub-licensable to the Customer's Authorised Users, only, in accordance with this Agreement) to use and access (and permit its Authorised Users to use and access) the Freemium Services via the App and the Portal during the term of this Agreement only, for the Customer's internal business operations.

Premium licence

- 8.2 The Customer may choose to upgrade its access rights to the Premium Services by purchasing the Premium Services via the Portal, provided the Customer pays the applicable Subscription Fees and complies with these Terms.
- 8.3 Subject to the payment of all applicable Fees by the Customer in accordance with clause 13 and subject to the Customer's (and its Authorised Users, as applicable) compliance with these Terms, Detectortesters hereby grants to the Customer a revocable, non-exclusive, non-transferable licence (sub-licensable to the Customer's Authorised Users, only, in accordance with this Agreement) to use and access (and permit its Authorised Users to use and access) the Premium Services (or an applicable subset thereof) via the App and the Portal during the Subscription Term (or, if earlier, until this Agreement is terminated) only, for the Customer's internal business operations.
- 8.4 The App and Portal is intended for use in the geographic territory where it has been supplied. The Customer acknowledged that if they use the product outside of this territory, they are responsible for any sales and use tax that arises.
- 8.5 The Customer shall not access, use, sub-licence or allow any third party to access the App or the Portal except (in each case) as permitted by these Terms.
- 8.6 The Customer undertakes to:
- (a) ensure that its usage of the App and/or the Portal does not exceed the licence set out in clauses 8.1 to 8.5 (as applicable); and
 - (b) notify Detectortesters as soon as it becomes aware of any use of the App and/or the Portal in excess of the licence set out in clauses 8.1 to 8.5 (as applicable).
- 8.7 The Customer shall not (and shall procure that its Authorised Users shall not):

- (a) save to the extent expressly permitted by law, attempt to decompile, decode, disassemble, reverse engineer, translate it into any other compute language or otherwise reduce to human-perceivable form all or any part of the App or the Portal;
- (b) modify, alter, adapt, make error corrections to or in any way interfere with or interrupt the integrity of the App or the Portal or third party data contained therein;
- (c) use the App or the Portal in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, the Portal or any operating system;
- (d) infringe Detectortesters' Intellectual Property Rights or those of any third party in relation to the Customer's or any of its Authorised Users' use of the App or the Portal;
- (e) transmit any material that is defamatory, offensive, threatening or otherwise objectionable through the App or the Portal;
- (f) use the App or the Portal in a way that could damage, disable, overburden, impair or compromise Detectortesters' systems or security or interfere with other users;
- (g) licence, sell, resell, rent, lease, transfer, assign, novate, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the App or the Portal available to any third party except the Authorised Users in accordance with these Terms;
- (h) copy or reproduce in any way the whole or a part of the App, Portal or Documentation except as part of the normal use of the App or Portal or where it is necessary for the purpose of normal operational security and back-up purposes and clauses 8.1 to 8.5 (as applicable) and this clause 8.7 will apply to such copies as they apply to the original supplied to the Customer or its Authorised Users (as applicable). Such copies and the media on which they are stored will, as between Detectortesters and the Customer, be the property of Detectortesters and the Customer will ensure that all such copies bear Detectortesters (or, where applicable, the relevant third party proprietor's) proprietary notice; and
- (i) remove or alter any copyright notices or similar proprietary devices, including any electronic watermarks or other identifiers, that may be incorporated in the App or Portal.

8.8 The Customer will notify Detectortesters as soon as it becomes aware of any unauthorised use of the App and/or Portal by any person.

- 8.9 The Customer acknowledges and agrees that its (and its Authorised Users') only right to use the App and Portal is as set out in clauses 8.1 to 8.5 (as applicable) and that, as between Detectortesters and the Customer, title to and all Intellectual Property Rights in or relating to the App, Portal and the Documentation are and will remain the exclusive property of Detectortesters (or its relevant licensors, as applicable).
- 8.10 Detectortesters shall not be responsible for any error in, or failure of the App or the Portal insofar as such error or failure occurs in or is caused by any failure by the Customer to comply with the Agreement.
- 8.11 The licence set out in clauses 8.1 to 8.5 (as applicable) shall automatically expire at the end of the relevant Subscription Term or on termination or expiry of the Agreement for any reason.

9 Customer Obligations

- 9.1 Subject to clause 9.2, the Customer shall be responsible for obtaining all necessary rights or licence(s) for the use of the App and/or Portal (applicable) in combination with any applicable Customer software. The Customer shall indemnify and hold Detectortesters harmless in respect of all costs, losses, damages, liabilities or reasonable expenses which it may suffer or incur in connection with the Customer's or any of its Authorised Users' use of the App or Portal in combination with such Customer software
- 9.2 The Customer acknowledges that the App or Portal may comprise certain Third Party Software subject to applicable Additional Third Party Terms. The Customer shall (and shall procure that its Authorised Users shall) comply with the Additional Third Party Terms (which shall apply mutatis mutandis to the provision of the App and Portal) and shall indemnify and hold harmless Detectortesters in respect of any breach of any such Additional Third Party Terms by the Customer or any of its Authorised Users.
- 9.3 The Customer shall:
- (a) keep and ensure that each Authorised User shall keep, their password(s) for use of the App and/or the Portal secure;
 - (b) provide Detectortesters with such information as it may reasonably require to provide the App and the Portal;
 - (c) ensure that its use and or access to the App and the Portal and use or access by Authorised Users complies with the Documentation, any Applicable Law and other relevant legal requirements;

- (d) be solely responsible for providing the means for Authorised Users to access the App and the Portal and for ensuring that any required access devices, networks and other items are in accordance with any system requirements as may be advised by Detectortesters (or the relevant App Store provider, as applicable) from time to time;
- (e) ensure that any equipment connected to or used with the App and the Portal is connected and used in accordance with any instructions, safety or security procedures applicable to the use of such equipment and is technically compatible with the App and the Portal (as applicable) and approved for that purpose under any relevant Applicable Law.

10 Updates to the App and Portal

- 10.1 From time to time Detectortesters may automatically update the App and/or the Portal to improve performance, enhance functionality, reflect changes to an operating system or address security issues. Alternatively the Customer may be required to update the App and/or the Portal for these reasons.
- 10.2 If the Customer (or any of its Authorised Users) chooses not to install any such update or if the Customer (or any of its Authorised Users) opts out of any automatic updates the Customer (and/or its Authorised Users) may not be able to continue using the App and/or the Portal.

Part D – General Terms

11 Authorised Users

- 11.1 The Customer shall ensure that each Authorised User complies with the provisions of this Agreement and the Customer shall be liable for any acts or omissions of such persons as if they were its own acts or omissions.
- 11.2 The Customer shall register each Authorised User prior to granting such Authorised User access to the Hardware, App or Portal.

12 General Customer Obligations

- 12.1 The Customer shall comply with all Applicable Law: (a) as required to enable Detectortesters to provide the Hardware, App and/or Portal; and (b) in the performance of its rights and obligations under this Agreement.
- 12.2 The Customer shall inform Detectortesters of any changed circumstances or information that may have an impact on its provision of Detectortesters' obligations under this Agreement.

The Customer shall provide (and as applicable shall procure that its personnel and suppliers provide), in a timely manner, such cooperation, information, documents and access to personnel, systems and other facilities as Detectortesters reasonably needs or requests to enable it to carry out its obligations under this Agreement and the Customer shall obtain any necessary licences and permissions to permit Detectortesters to do so.

13 Limitations

- 13.1 The Hardware, App, Portal and Documentation are provided to the Customer on an "as is" basis.
- 13.2 Detectortesters does not warrant that the use of the Hardware, App or the Portal will be uninterrupted or error-free. In particular, Detectortesters shall have no responsibility for any failure in service provision triggered by extraneous causes such as the Customer's (or any Authorised User's) ISP or general internet outage.
- 13.3 All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 13.4 The Customer acknowledges that each of the Hardware, App and Portal have not been prepared to meet the Customer's individual requirements and that it is therefore the responsibility of the Customer to ensure that the functions described in the Hardware, App and the Portal meet its requirements. Detectortesters shall not be liable for any failure of the Hardware, App or the Portal to meet the Customer's individual requirements.

14 Subscriptions and Fees

- 14.1 The Term of paid Premium Services subscriptions shall be on a rolling monthly basis.
- 14.2 The Subscription Fees shall fall due on the day of the month that the initial subscription term commenced.
- 14.3 The Customer may cancel a Subscription it has purchased at any time via the Portal. In the event that the customer cancels a Subscription, the Subscription will remain active and accessible until the next billing period, and no further charges will be incurred beyond that point. Detectortesters will not issue any pro-rata refunds for the remaining unused portion of the subscription period after cancellation.

14.4 Detectortesters may change the Subscription Fees from time to time. If Detectortesters changes the Customer's Subscription Fee due to, for example, changes in the law, tax rates, inflation, technology and software costs for the Services, or industry-wide changes in overall costs for providing the Services to the Customer, Detectortesters will notify the Customer via email of the fee change and effective date for the fee change at least thirty (30) days before it takes effect. At any time within thirty (30) days of the notice of a Subscription Fee change, the Customer may reject the change by cancelling its subscription at no additional cost to the Customer. If the Customer decides to cancel the Premium Services it has purchased with immediate effect, Detectortesters will give the Customer, if applicable, a prorated refund of any fees paid for the billing period of the Premium Services which have not been used.

14.5 All Fees and all other monies payable by the Customer under this Agreement are exclusive of VAT which shall be added where appropriate at the prevailing rate. All amounts due will be without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15 Intellectual Property Rights

15.1 All Intellectual Property Rights in the Hardware, the App, the Portal, and the Documentation throughout the world belong to Detectortesters (or its licensors) and such Intellectual Property Rights are licensed to the Customer and any Authorised User only in accordance with the terms and conditions of this Agreement. The Customer and any Authorised User has no Intellectual Property Rights in, or to, the Hardware, the App, the Portal or the Documentation other than the right to use them in accordance with these Terms.

15.2 All Intellectual Property Rights in the reports and data generated via the App and Portal by the Customer throughout the world belong to Detectortesters and such Intellectual Property Rights are licensed to the Customer and any Authorised User only in accordance with the terms and conditions of the Agreement. The Customer has no Intellectual Property Rights in, or to, the reports other than the right to use them in accordance with these Terms.

15.3 Detectortesters may use information it obtains pursuant to and/or in connection with this Agreement for Detectortesters' development of expertise and professional know-how, benchmarking, analytics, quality assurance or other purposes related to its business.

16 Confidentiality

16.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.

16.2 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 16; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

17 Data Protection

17.1 The Customer acknowledges that Detectortesters will process personal data collected in connection with the Agreement as controller for the purposes of its own business purposes including the security of the App and the Portal.

17.2 The Customer authorises Detectortesters to process the Agreement Personal Data during the term of this Agreement as a Processor as follows:

Subject matter of processing: reporting, user management & device status

Duration of processing: whilst the Customer has access to the Services

Nature of processing: storage and management of user data, device data and creation of reports

Purpose of processing: for the provision of the Services and product recommendations

Type of Personal Data: user name, contact details and location where reports are completed

Categories of Data Subject: users of the Services and the Hardware

17.3 The Customer warrants to Detectortesters that:

- (a) it has all necessary rights to authorise Detectortesters to process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws; and
- (b) its instructions to Detectortesters relating to processing of Agreement Personal Data will not put Detectortesters in breach of Data Protection Laws, including with regard to Restricted Transfers.

- 17.4 If Detectortesters considers that any instructions from the Customer relating to processing of Agreement Personal Data may put Detectortesters in breach of Data Protection Laws, Detectortesters will inform the Customer of such and will be entitled not to carry out that processing and will not be in breach of this Agreement or otherwise liable to the Customer as a result of its failure to carry out that processing.
- 17.5 The Customer authorises Detectortesters to engage Sub-Processors, (including those listed in the Detectortesters privacy notice as set out in Appendix 1). Detectortesters will inform the Customer of any intended changes concerning the addition or replacement of Sub-Processors in advance and will provide as much notice as reasonably possible of the same, thereby giving the Customer the opportunity to object to such changes if the Customer, acting reasonably and in good faith, considers the additional or replacement Sub-Processor causes issues of material non-compliance with Data Protection Laws. If the Customer objects to such a change the parties will seek to resolve the objection in good faith. If the parties fail to resolve the dispute thirty (30) days of referral, the Customer's sole remedy will be to terminate this Agreement by giving not less than thirty (30) days' written notice to that effect to Detectortesters.
- 17.6 If Detectortesters appoints a Sub-Processor, Detectortesters will put a written contract in place between Detectortesters and the Sub-Processor that specifies the Sub-Processor's processing activities and imposes on the Sub-Processor the same terms as those imposed on Detectortesters in this clause 17. Detectortesters will remain liable to the Customer for performance of the Sub-Processor's obligations.
- 17.7 Detectortesters will:
- (a) process the Agreement Personal Data only on documented instructions (including the Agreement) from the Customer (unless Detectortesters or the relevant Sub-Processor is required to process Agreement Personal Data to comply with domestic law to which Detectortesters is subject, in which case Detectortesters will notify the Customer of such legal requirement prior to such processing unless such law prohibits notice to the Customer on public interest grounds);
 - (b) immediately notify the Customer if, in its reasonable opinion, any instruction received from the Customer infringes any of the Data Protection Laws;
 - (c) ensure that any individuals authorised to process Agreement Personal Data have committed themselves to confidentiality, are subject to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- 17.8 ensure that any individual authorised to process Agreement Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality;

- (a) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, implement, and assist the Customer to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Agreement Personal Data, in particular from a Personal Data Security Incident;
- (b) notify the Customer without undue delay after becoming aware of a Personal Data Security Incident;
- (c) provide reasonable assistance to the Customer (at the Customer's cost) in:
 - (i) complying with its obligations under the Data Protection Laws relating to the security of processing Agreement Personal Data;
 - (ii) responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
 - (iii) documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any responsible data protection supervisory authority and/or Data Subjects; and
 - (iv) conducting data protection impact assessments of any processing operations and consulting with Data Protection Supervisory Authorities, Data Subjects and their representatives accordingly;
- (d) at the option of the Customer, securely delete or return to the Customer all Agreement Personal Data promptly after the end of the provision of services relating to Processing or at any time upon request, and securely delete any remaining copies;
- (e) make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 17; and
- (f) allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that the Customer gives Detectortesters at least thirty (30) days' prior written notice of each such audit and that each audit is carried out at the Customer's cost, during business hours, so as to cause the minimum disruption to Detectortesters' business and without the Customer or its auditor having any access to any data belonging to a person other than the Customer. Any materials disclosed during such audits and the results of and/or outputs from such audits will be kept confidential by the Customer.

17.9 Detectortesters may make a Restricted Transfer if it demonstrates or implements an appropriate safeguard for that Restricted Transfer in accordance with Data Protection Laws or the Restricted Transfer is otherwise compliant with the Data Protection Laws.

17.10 The qualifications at clause 17.9 will not apply if:

- (a) the Customer's instructions require Detectortesters to make a Restricted Transfer and Detectortesters requires the Customer (pursuant to clause 17.7(a)) to demonstrate that an appropriate safeguard in accordance with Data Protection Laws has been put in place prior to such Restricted Transfer; or
- (b) Detectortesters or the relevant Sub-Processor is required to make a Restricted Transfer to comply with relevant United Kingdom law to which it is subject, in which case Detectortesters will notify the Customer of such legal requirement prior to such Restricted Transfer unless such law prohibits notice to the Customer on public interest grounds.

18 Complaints

Detectortesters' Customer Service Team: detectortesters-connect@detectortesters.com will use reasonable endeavours to resolve any problems the Customer may have with the use of the Hardware, App or Portal.

19 Termination

19.1 Without prejudice to any other rights or remedies available to Detectortesters, Detectortesters may, at its full discretion, terminate this Agreement and remotely disable and terminate the Customer's (and its Authorised Users') access to, and rights to use, the Hardware, App and/or Portal immediately on written notice to the Customer at any time:

- (a) if the Customer has materially breached any term of this Agreement and (if such breach is remediable) fails to remedy that breach within seven (7) days after being notified by Detectortesters to do so;
- (b) if the Customer repeatedly breaches any term of this Agreement;
- (c) if the Customer fails to pay any Fees due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or
- (d) where required to do so by any Applicable Law.

20 Consequences of termination

20.1 Following the Termination Date:

- (a) the following provisions will continue in force: clauses 1, 5.7, 15, 16, 20.1(b), 35 and together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement;
- (b) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the Termination Date.

21 Liability

21.1 Nothing in this Agreement shall limit or exclude either party's Liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud, fraudulent misrepresentation or wilful default by or on the part of that party; and
- (c) anything else which it cannot by law limit or exclude its liability.

21.2 Subject to clause 21.1, Detectortesters will not be liable for the following loss or damage, whether arising in tort (including negligence), contract or breach of statutory duty, and even if foreseeable by the Customer:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of contract;

in each case whether direct, indirect or consequential; and

- (e) any indirect or consequential loss.

21.3 Detectortesters shall not be liable for any loss expense or damage howsoever arising (including by negligence) to any property of or furnished by the Customer or any third party and the Customer must insure its own property arising out of or in connection with this Agreement including the Hardware, App, Portal and Services.

21.4 Subject to clause 21.1, Detectortesters' total, aggregate liability under or arising out of this Agreement shall be limited to an amount equal to the 125% of the Hardware Fees paid by the Customer.

21.5 Nothing in this Agreement limits the Customer's liability to pay the Fees due under this Agreement.

21.6 Subject clause 21.1, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from this Agreement.

22 Changes

22.1 Detectortesters may temporarily suspend access to the Hardware, App and/or Portal to implement changes to the Hardware, App or Portal:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to make minor technical adjustments and improvements, for example to address a security threat.

23 Delays and Force Majeure

23.1 If Detectortesters' performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Detectortesters shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

23.2 Detectortesters shall not be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for six (6) weeks or more, the Customer may terminate this Agreement by giving thirty (30) days' written notice to Detectortesters.

24 Notices

24.1 Any notice to be given to a party under this Agreement shall be in writing, signed by or on behalf of the party giving it, and shall be served: (a) personally; (b) by prepaid first class post or recorded delivery (or international equivalent, where relevant); or (c) by email, to the address (or email address) of the receiving party (or to such other address (or email address) as may be notified by the receiving party to the other party in writing from time to time).

24.2 A notice shall be deemed to have been served:

- (a) at the time of delivery, if delivered personally; or
- (b) 48 hours after posting, in the case of an address in the same territory and 96 hours after posting for any other address; or

- (c) one hour after completion of transmission by the sender, if sent by email (save where the email receives an automated response that it is undelivered or undeliverable in which event this deeming provision shall not apply).

25 No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

26 Assignment and subcontracting

The Customer shall not assign, transfer, charge or otherwise encumber, declare a trust over or deal with in any other manner this Agreement or any right, benefit or interest under it, or subcontract any of its obligations under it, without the prior written consent of Detectortesters.

27 Cumulative remedies

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

28 Exclusion of third party rights

Unless expressly provided in this Agreement, no term of this Agreement is enforceable by any person who is not a party to it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

29 Severance

If a court or other authority determines that certain terms of this Agreement are unlawful, the other provisions of this Agreement shall not be affected and will continue to apply.

30 Variation

30.1 Detectortesters may need to amend these Terms to reflect changes in law or best practice or to deal with additional features to Detectortesters' products and/or services.

30.2 Detectortesters will provide the Customer with at least thirty (30) days' notice of any changes to these Terms to the Customer by posting a notification to the App or Portal or a statement on the Detectortesters website.

30.3 By continuing to use the App or the Portal (as applicable) the Customer agrees to such amended terms.

31 Survival

Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, shall remain in full force and effect following any such termination or expiry.

32 Waiver

No failure or delay by a party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

33 Entire agreement

33.1 This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:

- (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not except those expressly set out in this Agreement; and
- (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement.

33.2 Nothing in this clause 33 shall limit or exclude any liability for fraud.

34 Further assurance

At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute all such documents and do all such other acts as are necessary to give full effect to this Agreement.

35 Governing law and jurisdiction

35.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 35.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

Version 2.02 - Last revision date: 6th December 2023

Appendix One: Privacy Notice

Detectortesters Connected Products

Privacy Notice

Overview – the key information you should be aware of

- (A) **Who we are:** We are Detectortesters (No Climb Products Ltd.), a company which designs, manufacturers and supplies market-leading solutions for fast, simple and effective testing of fire detectors. If you need it, our company number is 00839470 and our registered office is Edison House, 163 Dixons Hill Road, Welham Green, Hertfordshire, AL9 7JE. No Climb Products Limited is the controller of your personal information, and is responsible for your personal information. All references in this Notice to "Detectortesters", "our", "us" or "we" refer to No Climb Products Ltd, or our group companies, as appropriate. All references in this Notice to "our website", refer to the website owned by Detectortesters at <https://www.detectortesters.com/>.
- (B) **Our values and what this Notice is for:** We value your privacy and want to be accountable and fair to you as well as transparent with you in the way that we collect and use your personal information as part of your use of the Connected Product, which comprises the fire detector testing device (the "Connected Device"), the application known as "DT- Connect" or "DT-Pro" (the "App"), and the related client cloud web portal (the "Portal"), (together the "Connected Product"). We also want you to know your rights in relation to your information which you can find here (Your rights).

In line with these values, this privacy notice tells you what to expect when we collect and use personal information about you. We have tried to make it easy for you to navigate so you can find the information that is most relevant to you and our relationship with you.

We are always looking to improve the information we provide to our customers and contacts so if you have any feedback on this privacy notice, please let us know using our contact details in Section 11.

- (C) **Who this notice applies to:** This notice applies to users of the Connected Device, the App and/or the Portal.

We will collect and use your information in different ways, as is described in this notice.

- (D) **What this notice contains:** This privacy notice describes the following important topics relating to your information.

- 1 How we obtain your personal information (Section 1);
- 2 Collection of your personal information and how we use it (Section 2);
- 3 Our legal basis for using your personal information (Section 3);
- 4 How and why we share your personal information with others (Section 4);
- 5 How long we store your personal information (Section 5);
- 6 Your rights (Section 6);
- 7 Where we may transfer your personal information (Section 7);
- 8 Marketing (Section 8);
- 9 Risks and how we keep your personal information secure (Section 9);
- 10 Changes to this privacy notice (Section 10); and
- 11 Further questions and how to make a complaint (Section 11).

- (E) **Your rights to object:** You have various rights in respect of our use of your personal information as set out in Section 6. Two of the fundamental rights to be aware of are that:

- 1 you may ask us to stop using your personal information for direct-marketing purposes. If you exercise this right, we will stop using your personal information for this purpose.
- 2 you may ask us to consider any valid objections which you have to our use of your personal information where we process your personal information on the basis of our, or another person's, legitimate interest.

You can find out more information in Section 6.

- (F) **What you need to do and your confirmation to us:** Please read this privacy notice carefully to understand how we handle your personal information. By engaging with us in the ways set out in this privacy notice, you confirm that you have read and understood the entirety of this privacy notice, as it applies to you.

The detail – the key information you should be aware of

1 How we obtain your personal information

- 1.1 You may provide us with your personal information when purchasing or using the Connected Device, the App or the Portal; downloading the App; and/or when setting up an account with us to use the App or the Portal.
- 1.2 You may also give us personal information about yourself by contacting us with enquiries by phone, email or other means.

2 Collection of your personal information and how we use it

Please go to the section (or sections below) that best describes our relationship with you to find out the information that we collect about you and how we use this information. We refer to this as "personal information" throughout this notice.

2.1 Users of our Connected Device

- (a) What personal information we collect about you

We may collect any of the following information about you (and we may use any of the following information in the ways explained below):

- (i) GPS location of the site where the test is being conducted

- (b) How we use your personal information

We will collect, use and store the personal information listed above for the following reasons:

- (i) to provide the Connected Device to you which helps you to conduct and manage fire detector tests

- (c) Source of personal information. We receive your personal information from your use of the Connected Device.

2.2 Users of our App

(a) What personal information we collect about you

We may collect any of the following information about you (and we may use any of the following information in the ways explained below):

- (i) name of engineer or technician conducting the fire detector tests; and
- (ii) the address and/or GPS location of the site where the test is being conducted; and
- (iii) name, job title and signature of the relevant building's manager (or representative) of the site where the test is being conducted; and
- (iv) the date and time stamps for tests conducted; and
- (v) name and user name of person registering for access to the App

(b) How we use your personal information

We will collect, use and store the personal information listed above for the following reasons:

- (i) to provide you with access to the App which helps you to document, access and manage the results and information relating to your fire detector tests; and
 - (ii) to populate reports; and
 - (iii) To enable report search features
- (c) Source of personal information. We receive your personal information from your use of App and Connected Device.

2.3 Users of the Portal

(a) What personal information we collect about you

We may collect any of the following information about you (and we may use any of the following information in the ways explained below):

- (i) name and user name of services manager or other person who registers for access to the Portal;
- (b) How we use your personal information

We will collect, use and store the personal information listed above for the following reasons:

- (i) to allow you to access the test reports; and
- (ii) to help you manage product registrations and a technician's access and product registrations; and
- (iii) to receive enquiries from you through the Portal about a test report
- (c) Source of personal information. We receive your personal information from your use of the Portal.

2.4 People who contact us with enquiries

- (a) What personal information we collect about you

We may collect any of the following information about you (and we may use any of the following information in the ways explained below):

- (i) your name including your title; and
- (ii) your email address; and
- (iii) your telephone number; and
- (iv) information provided when you correspond with us; and
- (v) any updates to information provided to us

- (b) How we use your personal information

We will collect, use and store the personal information listed above to deal with any enquiries or issues you have about the Connected Product, including any questions you may have about how we collect, store and use your personal information, or any requests made by you for a copy of the information we hold about you. If we do not have a contract with you, we may process your personal information for these purposes where it is in our legitimate interests for customer services purposes.

Please see Sections 2.5 and 2.6 for more details about how we use your personal information.

2.5 Whatever our relationship with you is, we may also collect, use and store your personal information for the following additional reasons:

- (a) to deal with any enquiries or issues you have about how we collect, store and use your personal information, or any requests made by you for a copy of the information we hold about you. If we do not have a contract with you, we may process your personal information for these purposes where it is in our legitimate interests for customer services purposes;
- (b) for internal corporate reporting, business administration, ensuring adequate insurance coverage for our business, ensuring the security of company facilities, research and development, and to identify and implement business efficiencies. We may process your personal information for these purposes where it is in our legitimate interests to do so;
- (c) to comply with any procedures, laws and regulations which apply to us – this may include where we reasonably consider it is in our legitimate interests or the legitimate interests of others to comply, as well as where we are legally required to do so;
- (d) to establish, exercise or defend our legal rights – this may include where we reasonably consider it is in our legitimate interests or the legitimate interests of others, as well as where we are legally required to do so;

2.6 Further processing

Before using your personal information for any purposes which fall outside those set out in this Section 2, we will undertake an analysis to establish if our new use of your personal information is compatible with the purposes set out in this Section 2. Please contact us using the details in Section 11 if you want further information on the analysis we will undertake.

3 Legal basis for use of your personal information

3.1 We consider that the legal bases for using your personal information as set out in this privacy notice are as follows:

- (a) our use of your personal information is necessary to perform our obligations under any contract with you (for example, to fulfil an order you place with us for Connected Products, and to comply with the corresponding terms and conditions); or
- (b) our use of your personal information is necessary for complying with our legal obligations (for example, for health and safety purposes, and for product compliance purposes); or
- (c) where neither (a) nor (b) apply, use of your personal information is necessary for our legitimate interests or the legitimate interests of others (for example, to ensure the security and smooth operation of the Connected Product). Our legitimate interests are:

- (i) to run, grow and develop our business (as well as the businesses of our group companies);
 - (ii) to operate the App and Portal;
 - (iii) to provide customer support services in relation to the Connected Product;
 - (iv) where appropriate, to carry out marketing, market research and business development; and
 - (v) for internal group administrative purposes;
 - (d) If we rely on our (or another person's) legitimate interests for using your personal information, we will undertake a balancing test to ensure that our (or the other person's) legitimate interests are not outweighed by your interests or fundamental rights and freedoms which require protection of the personal information. You can ask us for information on this balancing test by using the contact details at Section 11.1.
- 3.2 We may process your personal information in some cases for marketing purposes on the basis of your consent (which you may withdraw at any time after giving it, as described below).
- 3.3 If we rely on your consent for us to use your personal information in a particular way, but you later change your mind, you may withdraw your consent by contacting us at dataprotection@detectortesters.com and we will stop doing so. However, if you withdraw your consent, this may impact the ability for us to be able to provide certain services relating to the Connected Products to you.

4 How and why we share your personal information with others

- 4.1 We may share your personal information with our group companies where it is in our legitimate interests to do so for internal administrative purposes (for example, for corporate strategy, compliance, auditing and monitoring, research and development and quality assurance).
- 4.2 We will share your personal information with the following third parties or categories of third parties:
- (a) SaBe Interactive Ltd (t/a Tappable) who are responsible for software maintenance and bug fixing and may access personal information stored within the App or Portal when providing support and maintenance services; and
 - (b) we may share anonymised and aggregated statistical information with third parties to develop market insights and demonstrate the commercial value of the Connected Product; and

(c) our other service providers, commercial partners and sub-contractors, including payment processors, fire safety software companies, utility providers, suppliers of technical and support services, insurers, logistic providers; and

(d) cloud service and hosting providers, such as Microsoft Azure.

4.3 Any third parties with whom we share your personal information are limited (by law and by contract) in their ability to use your personal information. We will always ensure that any third parties with whom we share your personal information are subject to privacy and security obligations consistent with this privacy notice and applicable laws.

4.4 We will also disclose your personal information to third parties:

(a) where it is in our legitimate interests to do so to run, grow and develop our business:

(i) if we sell or buy any business or assets, we may disclose your personal information to the prospective seller or buyer of such business or assets;

(ii) if substantially all of our or any of our affiliates' assets are acquired by a third party, in which case personal information held by us will be one of the transferred assets;

(b) if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, any lawful request from government or law enforcement officials and as may be required to meet national security or law enforcement requirements or prevent illegal activity;

(c) in order to enforce or apply our terms of use, our terms and conditions for customers or any other agreement or to respond to any claims, to protect our rights or the rights of a third party, to protect the safety of any person or to prevent any illegal activity; or

(d) to protect the rights, property, or safety of Detectortesters, our staff, our customers or other persons. This may include exchanging personal information with other organisations for the purposes of fraud protection.

4.5 We may also disclose and use anonymised, aggregated reporting and statistics about users of the Connected Product the purpose of internal reporting or reporting to our group or other third parties, and for our marketing and promotion purposes. None of these anonymised, aggregated reports or statistics will enable our users to be personally identified.

- 4.6 Save as expressly detailed above, we will never share, sell or rent any of your personal information to any third party without notifying you and, where necessary, obtaining your consent. If you have given your consent for us to use your personal information in a particular way, but later change your mind, you should contact us and we will stop doing so.

5 **How long we store your personal information**

We keep your personal information for no longer than necessary for the purposes for which the personal information is processed. The length of time for which we retain personal information depends on the purposes for which we collect and use it and/or as required to comply with applicable laws and to establish, exercise or defend our legal rights.

6 **Your rights**

- 6.1 You have certain rights in relation to your personal information. If you would like further information in relation to these or would like to exercise any of them, please contact us via email at dataprotection@detectortesters.com at any time. You have the following rights:

- (a) Right of access. You have a right of access to any personal information we hold about you. You can ask us for a copy of your personal information; confirmation as to whether your personal information is being used by us; details about how and why it is being used; and details of the safeguards which are in place if we transfer your information outside of the United Kingdom or the European Economic Area ("EEA").
- (b) Right to update your information. You have a right to request an update to any of your personal information which is out of date or incorrect.
- (c) Right to delete your information. You have a right to ask us to delete any personal information which we are holding about you in certain specific circumstances. You can ask us for further information on these specific circumstances by contacting us using the details in Section 11.1.

We will pass your request onto other recipients of your personal information unless that is impossible or involves disproportionate effort. You can ask us who the recipients are, using the contact details in Section 11.1.

- (d) Right to restrict use of your information: You have a right to ask us to restrict the way that we process your personal information in certain specific circumstances. You can ask us for further information on these specific circumstances by contacting us using the details in Section 11.1.

We will pass your request onto other recipients of your personal information unless that is impossible or involves disproportionate effort. You can ask us who the recipients are using the contact details in Section 11.1.

(e) Right to stop marketing: You have a right to ask us to stop using your personal information for direct marketing purposes. If you exercise this right, we will stop using your personal information for this purpose.

(f) Right to data portability: You have a right to ask us to provide your personal information to a third party provider of services.

This right only applies where we use your personal information on the basis of your consent or performance of a contract; and where our use of your information is carried out by automated means.

(g) Right to object. You have a right to ask us to consider any valid objections which you have to our use of your personal information where we process your personal information on the basis of our or another person's legitimate interest.

6.2 We will consider all such requests and provide our response within a reasonable period (and in any event within one month of your request unless we tell you we are entitled to a longer period under applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances, for example if we need to keep using the information to comply with our own legal obligations or to establish, exercise or defend legal claims.

6.3 If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

7 Where we may transfer your personal information

7.1 Your personal information may be used, stored and/or accessed by staff operating outside the UK or the EEA working for us, other members of our group or suppliers (including our group company SDi LLC based in the United States of America for the purposes of dealing with user queries (including around set-up and registration) and the provision of product support for the Connected Product). Further details on to whom your personal information may be disclosed are set out in Section 4.

7.2 If we provide any personal information about you to any such non-UK and non-EEA members of our group or suppliers, we will take appropriate measures to ensure that the recipient protects your personal information adequately in accordance with this privacy notice. These measures may include the following:

(a) ensuring that there is an adequacy decision by the UK Government in the case of transfers out of the UK, or by the European Commission in the case of transfers out of the EEA, which means that the recipient country is deemed to provide adequate protection for such personal data; or

- (b) where we have in place standard model contractual arrangements with the recipient which have been approved by the European Commission (or the UK Government for transfers out of the UK). These model contractual clauses include certain safeguards to protect the personal data;

- 7.3 Further details on the steps we take to protect your personal information, in these cases is available from us on request by contacting us by email at dataprotection@detectortesters.com at any time.

8 Marketing

- 8.1 We may collect and use your personal information for undertaking marketing by email telephone and post.

- 8.2 We may send you certain marketing communications (including electronic marketing communications) if it is in our legitimate interests to do so for marketing and business development purposes or, if you are a sole trader or a non-limited liability partnership if you have consented to receive such electronic marketing information.

- 8.3 However, we will always obtain your consent to direct marketing communications where we are required to do so by law and if we intend to disclose your personal information to any third party for such marketing.

- 8.4 If you wish to stop receiving marketing communications, you can contact us by email at dataprotection@detectortesters.com.

9 Risks and how we keep your personal information secure

- 9.1 The main risk of our processing of your personal information is if it is lost, stolen or misused. This could lead to your personal information being in the hands of someone else who may use it fraudulently or make public, information that you would prefer to keep private.

- 9.2 For this reason, we are committed to protecting your personal information from loss, theft and misuse. We take all reasonable precautions to safeguard the confidentiality of your personal information, including through use of appropriate organisational and technical measures.

- 9.3 In the course of provision of your personal information to us, your personal information may be transferred over the internet. Although we make every effort to protect the personal information which you provide to us, the transmission of information over the internet is not completely secure. As such, you acknowledge and accept that we cannot guarantee the security of your personal information transmitted to the Connected Product and that any such transmission is at your own risk. Once we have received your personal information, we will use strict procedures and security features to prevent unauthorised access to it.

- 9.4 Where we have given you (or where you have chosen) a password which enables you to access your online account, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

10 Changes to our privacy notice

We may update our privacy notice from time to time. Any changes we make to our privacy notice in the future will be posted on our website and, where appropriate, notified to you by post or email. Please check back frequently to see any updates or changes to our privacy notice.

11 Further questions and how to make a complaint

- 11.1 If you have any queries or complaints about our collection, use or storage of your personal information, or if you wish to exercise any of your rights in relation to your personal information, please contact dataprotection@detectortesters.com. We will investigate and attempt to resolve any such complaint or dispute regarding the use or disclosure of your personal information.

- 11.2 You may also make a complaint to the Information Commissioner's Office, or the data protection regulator in the country where you usually live or work, or where an alleged infringement of applicable data protection laws has taken place. Alternatively, you may seek a remedy through the courts if you believe your rights have been breached.

The practices described in this privacy notice statement are current as of November 2023.