

GENERAL ASSEMBLY TERMS AND CONDITIONS

ACCEPTANCE

By signing below, you confirm your acceptance of the quote provided to you by Pointer Group Ltd and hereby engage Pointer Group Ltd to deliver, assemble and install the goods on the terms and in accordance with the conditions as herein contained.

Your acceptance and agreement to be bound by these terms and conditions will also be inferred where, by your conduct, you show your intention to engage pointer group to deliver, assemble and install the goods. This may include making payment in respect of the goods and services.

Name:

Signature:

Date:

1. APPLICATION

These Terms and Conditions apply when you (**the Client**) engage Pointer Group Ltd (Company number 08022088) (**the Company**) to provide the goods and services as specified in the Quote.

2. GOODS AND SERVICES

The Goods and Services provided by the Company in accordance with these Terms and Conditions are as detailed in the Quote provided to the Client by the Company.

3. CLIENT'S OBLIGATIONS

a. WORK AREA

- i. It is the Client's responsibility to ensure that both the space where the Goods are to be installed (the "Installation Area") and its accesses are cleared and free from any obstacles and hazards before the Goods are delivered and installation commences.
- ii. In addition to the actual Installation Area, the Client must also provide a suitable area where the Goods can be stored prior to and during the Installation Period which is also large enough to all for assembly of the goods prior to installation (together the "Work Area").
- iii. It is the Client's responsibility to ensure that the Work Area (as per 3a.i and ii above) remains free of obstructions and other impediments to the Company's ability to safely carrying out the assembly and installation during the whole period of assembly and installation.
 1. The Company reserves the right to stop assembly and installation if it, in its sole discretion, considers that it would be unsafe to proceed or continue due to any entry into or obstruction of the Installation Area by the Client or any of their employees or visitors and the Company will not reconvene assembly and installation until the impediment has been removed and it considered the Installation Area safe to proceed.
 2. Any stoppage by the Company of assembly and installation and any time spent waiting for the Installation Area to be cleared or otherwise be made safe for assembly and installation as a result of entry into the Installation Area or obstruction of the Installation Area by the Client or any of their employees or visitors or for any other reason not of the Company's own doing will be billed separately in accordance with the Company's pricing policies as applicable from time to time.
- iv. It is the Client's responsibility to ensure that the floor and any other surfaces impacted by the installation are of sufficient strength so as to safely support the installation and be in compliance with all applicable codes and regulations.
 1. The Company will provide point loading information which may be necessary for the Client to satisfy itself that the floor capacity and load bearing strength of all surfaces affected by the installation are sufficient.
- v. Unless provided otherwise in the Quote, The Client must ensure that the Company will have access to the Work Area and be able to carry out assembly and installation work for 10 hours per day.

b. PERMITS

- i. All necessary permits, licenses and authorisations, whether required by any law, regulation, industry code or best practice, shall be obtained by the Client. It is therefore the Client's sole responsibility to confirm the necessity of any permits, licenses or authorisations and to make all applications and take all steps necessary to procure same.
 - 1. The Company bears no liability for costs and expenses or resultant illegality of the installation caused by the Client's failure to obtain all the necessary permits, licenses and authorisations required by and statute or regulatory body or any other entity authorised to make such prescriptions.
 - ii. The Company makes no recommendations and provides no consultancy services in respect of permits, licenses and authorisations required for.
 - iii. The Client bears all risk and will be solely responsible for all costs and expenses incurred by the Company (including the costs of any materials ordered) if it fails to obtain the necessary permits, licenses and authorisations after acceptance of the Quote
- c. ACCEPTANCE AND UNLOADING OF MATERIALS
- i. Goods, materials and equipment used during the installation process will usually be delivered in advance of the Commencement Date and it is the Client's obligation to ensure that they are able to accept delivery thereof.
 - ii. Unless otherwise provided for in the Quote, it is the Client's responsibility to unload the materials and have them ready near the Installation Area;
- d. UTILITIES
- i. The Client must provide the following for use by the Company and their employees:
 - 1. Electricity at 220/110V;
 - 2. Water;
 - 3. Night lighting (if deemed necessary by the Company);
 - 4. Lifting devices (such as scaffolding, fork-lift trucks, platforms, scissor lifts etc.), unless otherwise provided for in the Quote;
 - 5. Means for disposal of all packaging, surplus materials and other waste generated by the assembly and installation;
 - 6. Toilets and washing facilities for use by the Company's employees during all hours when they are on site;
 - 7. Rest area with drinking water and facilities for heating food and water;
 - 8. Changing area
 - ii. Where works are of short duration (a week or less), then the above facilities may be of a temporary nature provided that the Client has agreed this with the Company in advance.

4. APPROVAL

- a. The Company will give the Client a drawing and / or description ("the Drawing") of the Installation detailing the design, configuration and layout thereof.
- b. The Client is to approve the Drawing by:
 - i. returning a copy of the title block with the Client's signature or
 - ii. signing the approval form
- c. By signing the Drawing as approved the Client signifies that they have considered and are fully satisfied with the materials being supplied and the design, configuration and layout of the Installation and they are instructing the Company to proceed.
- d. The Company will not order any materials until the Client has given their approval (as provided for above) and upon signifying their approval the Client becomes liable for the costs of any materials even if the Client later cancels the Installation through no fault of the Company.

5. SUITABILITY OF INSTALLATION AREA

- a. The Company assume that the floor slab and any other surfaces impacted by the installation are sufficient to withstand the loads placed on them by the proposed installation
- b. If the Company is of the opinion that the floor exceeds values established by the applicable regulations then it shall be entitled to require the Client, at its own expense, to carry out the necessary levelling of the floor to ensure that the Installation Area will be brought into compliance with any applicable regulations.
- c. The Company reserves the right to refuse to commence or continue with installation until the surface is deemed adequate.

- d. The Company shall not be responsible for any delay caused and any expenses and losses incurred by such delay or the required remediations works will be for the sole account of the Client.
- e. The Company shall not liable for any failure of the installation or any component part or of the flooring and load bearing surfaces arising in any way from any failure or insufficiency of the floor slab or other load bearing surfaces.
- f. The Client shall inform the Company or their subcontractors of the location of any electrical and pneumatic cabling or other installations prior to installation commencing and the Company shall not responsible for any damage caused to the Installation Area by anchoring the installation in reliance of the information so provided by the Client.

6. WASTE DISPOSAL

- a. The Company will dispose of all waste material generated in the areas designated or containers provided by the Client.
- b. If there is an environmental management system, the material will be put into the appropriate containers or left in a suitably designated area, separated into different materials, as appropriate.

7. SECURITY

The Company bears no responsibility for loss or damage to any of the materials or equipment stored in the Work Area pending assembly and installation and the safe keeping and security of the Work Area and all materials stored there is the sole responsibility of the Client.

8. INSTALLATION PERIOD

- a. In the event that the Company considers necessary, the Parties shall agree an extension of working hours, which might include working weekends, overnight and bank holidays, and the Client will allow the Company to carry out works according to such agreement and any previously agreed programme and working hours will be revised accordingly.
- b. Any days or fractions of days where installation cannot proceed due to force majeure or any unforeseeable events or events otherwise outside of the control of the Company (including but not limited to strikes and delays of other vendors) shall not be counted as working days for purposes of the Installation Period and the Company shall not be liable for the consequences thereof.
- c. Where the Client interrupts or suspends the assembly and installation for any reason not of the Company's making or where assembly and installation is delayed due to lack of input, data or items which a third party appointed by the Client was responsible for delivering then the Company may:
 - i. Withhold the amounts paid by the Client in relation to the supply of goods and services as Quoted for;
 - ii. Recover any amounts owed by the Client under the Quote by way of set-off against the funds withheld;
 - iii. Issue invoices for any additional payments due under the Quote; and
 - iv. Claim payment for any expenses resulting from the interruptions to the assembly and installation
- d. Where the interruption to assembly and installation is material to the Company's delivery then the Company will be entitled to revise its Quote or make such changes to the Terms and Conditions which it considers necessary in the circumstances. Such changes might include changes to the pricing and or guarantees provided amongst other things.

9. LIABILITY FOR MATERIALS MANUFACTURED

- a. The Client acknowledges that the Company may incur certain upfront costs in order to custom manufacture the Goods to be supplied specifically for the purposes of providing them to the Client and the Client accepts full liability for those costs in the event of suspension or termination of the installation and / or termination of the Company's engagement for any reason whatsoever which is not caused by fault on the part of the Company.

10. INTEGRITY OF THE INSTALLATION

- a. The configuration of the warehouse solution as Quoted is carefully calculated in accordance with the described characteristics.
- b. The Company shall not be liable for any failings of the installation or damage or injury caused to the installation itself, the Installation Area or persons or goods which result from any changes to the design, replacement or alteration in any way of any of its component parts or any repairs or modifications to the installation by the Client or any third party before or after assembly and installation is completed.
- c. Prior to completion of assembly and installation, any changes to the design or replacement, alteration or substitution of component parts by the Client or any third party shall only be done with the express written consent of the Company.

11. THIRD PARTY ASSEMBLY AND INSTALLATION

In all instances where the Client elects to have a third party complete the assembly and installation it becomes the Client's responsibility to ensure that that such third party follows the Company's instructions for assembly and installation exactly and the Company shall have no liability for any loss, damage, costs, expenses or other liability that results from the third party's assembly and installation of the goods.

12. INTELLECTUAL PROPERTY

The manufacturer is the owner of the intellectual property rights in respect of documentation, plans, manuals, licenses and computer programmes pertaining to the contracted storage solution provided in accordance with these Terms and Conditions.

13. ILLUSTRATIONS

All illustrations, images and other graphic information included in the Quote or elsewhere appearing in documents associated with the goods and services are provided solely for information purpose and the Company does not accept responsibility for the accuracy thereof.

14. PRICE

- a. The goods and services delivered by the Company shall be as Quoted, which Quote is calculated based on the specifications provided by the Client.
 - i. The Client acknowledges that the Price as Quoted is current on the date of the issuing of the Quote but is subject to change due to changes in the costs of materials used. The Company may at its sole discretion issue a final Quote to the Client at the time of delivery of the goods and services and the Client agrees to be bound by this final Quote.
- b. If the Client wishes to change the scope of the goods and services quoted for (prior to acceptance of the Quote) then it shall notify the Company in writing and the Company will issue a revised Quote on the basis thereof.
- c. Any modifications to the goods and services requested by the Client after acceptance of the Quote will be separately quoted for.
- d. The Client shall promptly pay all sums due to the Company without set-off and deduction and shall not be entitled to delay or withhold payment purely on the basis of delay in the assembly and installation for reasons beyond the control of the Company provided that the Company has promptly notified the Client of the delay.

15. RESERVATION OF TITLE

- a. Title to the goods installed shall only pass to the Client upon payment to the Company of any and all sums due to the Company in respect of the goods, including any default interest.
- b. Until such time as Title to the installation passes to the Client, it shall hold the installation as the Company's fiduciary agent and trustee and shall keep the installation separate from those of its and any third parties' properties and shall properly store, protect, insure and identify the installation as the Company's property.
- c. During such time as the Client possesses the installation with the Company's consent, the Client may in the normal course of its business use or re-sell the Installation as principal provided that it shall not in any way bind the Company to any obligations towards such third party and the Client shall indemnify the Company against any liability which it incurs as a result of the Client dealing with the installation as principal.
- d. Until such time as title to the Installation passes to the Client (and provided that the Installation is still in existence and has not been re-sold), the Company shall be entitled at any time to require the Client to surrender the Installation to it and, if the Client fails to do so, the Company may enter any premises of the Client or any third party where the Installation is stored to repossess the Installation and the Client will not prevent and will ensure that no third party prevents the Company from exercising this right.
- e. The Client shall not grant, or agree to grant, to any persons any encumbrance over the Installation as long as it remains the property of the Company until all the obligations of the Client under the Quote and these Terms and Conditions have been fulfilled to the satisfaction of the Company but if the Client does so, all monies owed by the Client to the Company shall (without prejudice to any other right or remedy of the Company under these Terms and Conditions or by operation of law) forthwith become due and payable. For the purpose of this clause, encumbrance means any

- interest or equity of any person (including any right or option to acquire) or any charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.
- f. The Client or any of their Director(s) thereof shall not apply to the Court under paragraph 22 of Schedule B1 ("B1") of the Insolvency Act of 1986 for the appointment of an administrator without giving 14 days' notice to the Company. From the date of said notice the Client shall no longer be able to keep possession of any of the Installations set up by Company and the Company shall be entitled to recover or resell the Installation and enter the premises where the Installations are stored as referred to above. The appointment of an administrator without the aforementioned notice or the appointment of an administrator by any other person so entitled to appoint (i.e. a creditor or holder of a qualifying floating charge pursuant to paragraph 14 of B1) shall be deemed to be a fundamental breach of these Terms and Conditions and, as such, give the Company the immediate right to terminate the engagement without incurring any liability whatsoever to the Client and any other parties and without prejudice to any of the Company's rights or remedies under the Quote or these Terms and Conditions..

16. GUARANTEE

- a. The conditions of the guarantee are those set out below:
- i. The guarantee period for each product shall be as specified in the Technical document for that product.
 - ii. Unless expressly and distinctly specified otherwise in the said Technical document, the manufacturer provides guarantees for the racking against any manufacturing or assembly fault for a period of up to one (1) year provided always that the assembly and maintenance service for the goods is provided solely by the Company during the entirety of that period.
 1. In the event that the aforementioned assembly and maintenance conditions are not met, the guarantee will be valid for a period of one (1) year and will only cover manufacturing defects.
 - iii. If the installation includes any type of machine, the Company provides a guarantee for the correct functioning of such machine for a period of one (1) year. In the event that the supply includes batteries, they are guaranteed for a period of one (1) year, or one thousand (1,000) recharges, whichever occurs first, provided that the batteries are charged as specified in the User Manual.
 - iv. In the event that the Company is contracted for the assembly of the installation, the guarantee period will begin on the date when the assembly of the installation is completed or handed over, unless another date is expressly agreed upon. The guarantee will come into effect regardless of whether the installation is in use or not.
 - v. If the Company is not contracted for the assembly, the guarantee period will begin when the materials are delivered.
- b. The guarantee referred to in these Terms and Conditions covers manufacturing defects and assembly faults relating only to the goods provided by the Company under these Terms and Conditions.
- c. This guarantee will only be valid if the Client complies with the following conditions:
- i. That the installation is used appropriately and correctly within the level of service for which the installation has been configured, conforming to the indications in the Quote and respecting all specifications established within the Quote.
 - ii. That all instructions or indications provided by the Company are followed, including those set out in the Quote as well as those stated in any manuals provided with the installation.
 - iii. That all revisions, maintenance and technical inspection tasks recommended by the Company are completed and are carried out in the correct manner.
 - iv. That any detected damage is reported within a period of no more than twenty-four (24) hours after its detection by the Client. The Client must also follow any indications given by the Company following the reporting of the damage.
 - v. That no interventions or modifications are done to the installation, as well as no disassembly of the components either by the Client or by third parties without express prior consent from the Company or a third party authorised by the Company.
 - vi. That the Client complies punctually with the payment conditions.
 - vii. For the duration of the guarantee the Company will repair or replace, subject to other provisions of this clause, at its own expense and with no cost to the Client, the elements or components showing evidence of abnormal wear or serious manufacturing defects or assembly faults within the scope of the Quote.
 - viii. Normal wear and tear is not covered by the guarantee.
 - ix. Interventions during the guarantee period will be carried out as quickly as possible, subject to the availability of staff to attend to the problem. The guarantee will cover the materials and workforce required for the

- substitution. New pieces will be guaranteed for a period of six (6) months. The replaced parts shall belong to and become the property of the Company.
- x. The guarantee does not cover, including but not limited to, the following items, which will be billed by the Company to the Client separately:
 - 1. The materials and workforce required to replace materials whose wear or damage has been caused, for example, by:
 - a. Exposure to aggressive or corrosive installations or environments not mentioned or included in the Quote.
 - b. Not carrying out the appropriate maintenance works in accordance with the indications in the corresponding manual.
 - c. Not having stored the provided materials in the conditions and environment indicated by the Company.
 - 2. The materials and workforce required to repair damage caused to the installation by third parties or by inappropriate use and maintenance of the installation.
 - 3. The materials and workforce required to repair problems in the installation caused by improper use of the installation or negligence on the part of the staff in reference to situations foreseen in the corresponding manuals that are provided with the installation.
 - 4. The materials and workforce required to repair damage caused by impacts, fire damage, water damage, theft, terrorist attacks, storms, explosions, electronic or nuclear radioactivity, increases or decreases in voltage, faults in the electrical system – where appropriate – and in general any other damage caused by external factors such as force majeure or unforeseen circumstances.
 - d. For the avoidance of doubt, the guarantee for assembly faults is only applicable if the Client has contracted the Company to carry out the assembly of the installation.
 - e. The period and scope of the guarantee can be changed or even removed, at the Company's discretion, in cases in which the period for the execution of the installation initially agreed in the Quote has been suspended or interrupted for reasons beyond the Company's control or for the reasons referred to in Section "Installation Period" above.

17. ADDITIONAL CLAUSES FOR MEZZANINE INSTALLATION ONLY

- a. The terms and conditions contained in this clause are applicable only where the Goods and Services provided by the Company include the delivery, assembly and installation of a mezzanine level.
- b. **MANUFACTURE**
 - i. A Mezzanine installation requires component parts to be specifically manufactured.
 - ii. Manufacturing will only commence once the Client has:
 - 1. approved the drawings and
 - 2. either confirmed building regulation approval or signed the Company's letter of indemnity.
- c. **DRAWING APPROVAL**
 - i. Drawing approval is to be signified by:
 - 1. returning a copy of the title block with the Client's signature or
 - 2. signing the approval form
 - ii. By signing the drawing as approved the Client signifies that they have considered and are fully satisfied with design of the floor including all of the points below:
 - 1. Column positions
 - 2. Finished floor height and Lowest underside height (please pay particular attention to over sail construction detail where shown)
 - 3. Loading specification.
 - 4. Position, type and extent of handrail.
 - 5. Position, type and width of all stairs including landings and the location of bracing within the landings.
 - 6. Colours of all elements of the structure.
 - 7. Baseplate size and fixing type (countersunk fixings, chamfered edges, etc).
 - 8. Number of, type and position of any ancillary item such as gates and load plates.
 - 9. Strut brace /cross brace positions.
 - 10. Decking material type (class O, moisture resistant etc) Joist centres.
 - 11. Floor location on plan, overall size and extent of decking overhangs.
 - 12. Deflection criteria (where specified).

- iii. Unless otherwise provided for in the Quote, the Client will ensure that any items noted for removal/relocation have been removed or relocated accordingly before delivery of the materials, unless notified otherwise in our Quote / Order Acknowledgement.
- d. DESIGN
 - i. **Calculations/ Base-plates size**
 - 1. Unless the Client has provide the Company with specific slab details it has been assumed the slab is capable of withstanding the intended column loads based on baseplate sizes shown on drawing.
 - 2. To complete the calculations the Company need to know the thicknesses of the concrete slab and underlying hardcore together with the load capacity of the ground below the slab.
 - a. If no such information can be provided by the Client then the Client must arrange for a core sample to be carried out
 - b. If no core sample is carried out then if the manufacture/installation proceeds this is done based on assumed information and is solely at the Client's risk.
 - 3. Regarding slab verification, even if the Company can complete their calculations showing the thickness of slab from the information provided they may still have to assume certain underlying conditions and can only give an indication of ground bearing pressures. The Client will therefore have to seek confirmation from the local authority or an approved inspector who will have to assess if this is suitable to local ground conditions.
 - ii. **Column Casings – Fire Rating**
 - 1. Should the Client wish to purchase column casings via a third party and not through the Company's direct supply chain then the Client must approach the Company directly in order to obtain the correct dimensions.
 - a. The project engineer will be able to issue a list of column sections and lengths after drawing approval if requested.
 - 2. The Company will not be liable for any incorrect materials supplied via a third party if the Client obtained the dimensions directly from the drawing supplied and not via a separate enquiry to the Company.
 - iii. **Column loads greater than 130kn (Unfactored)**
 - 1. If there are highly loaded columns due to the grid/floor loading these will be marked with their load on the drawing.
 - 2. The Client should ensure that the slab be verified by the original designers as the local authority will need to be satisfied that the slab is adequate.
 - 3. If the Company has no information on the slab or underlying ground conditions the Company will be unable to comment on adequacy of slab to take these high loads.
 - iv. **Columns near slab joints**
 - 1. The Company will have noted slab joints, if existing, from their site survey and indicated these on the drawing.
 - 2. If columns are close to (within 500mm) or over joints (see drawing) the effect this has on the slabs load carrying capacity should be checked by the Client with a slab engineer as in some slab designs the closeness to joints is critical.
 - v. **Long span beams and joists (over 7.5m)**
 - 1. The Client has only been quoted and the design has only provided for normal deflection criteria i.e. span /200 or 360 (see quote/drawing).
 - 2. With large spans this could result in an excessive deflection under the design loads. The Client should therefore satisfy themselves that this will be acceptable.
 - 3. If the Client is not satisfied then this should be indicated to the Company prior to Drawing Approval and the Company can increase the beam section to reduce deflections as required by the Client. The Client would be liable for the extra costs.
 - vi. **Floors abutting existing floors**
 - 1. The Company will need to measure the existing floor height accurately where it is to join the new floor.
 - 2. If there is a separating wall the Client will have to ensure that a hole will need to be drilled through the adjoining wall to allow a measurement to be made prior to manufacture.
 - 3. This will be necessary at installation in any case to enable the Company to pack up columns to the correct level.
 - 4. The Company will allow for packing columns adjacent to existing floors to try and match Installation where possible but can only pack to +/-2mm of existing level.

5. The Company will as far as possible match Installation at column points but due to joist deflection the Company makes no guarantee that the floor will match along its entire length.
 6. The Company will only adjust those columns adjacent to the adjoining floor. The remaining columns on the mezzanine floor are all set to the same length and hence the mezzanine floor will follow the Installation of the ground slab.
- vii. **Stairs**
1. Part M of the building regulations are applicable in this regard. Whilst the Company's project design team will advise the Client as to which stair type is required according to use type & accessibility of the floor (utility or Part M), but this will have to have this independently verified by the local authority or approved inspector as part of the building regulations approval process.
 2. Any changes required as a result of the building regulations applications process will be communicated to the Client. The designs will be changed as necessary and the Client will be responsible for the costs.
- e. **SITE**
- i. **Access**
1. It is assumed that there will be a clear and level (+/- 10mm) site at the start of installation, with free access adjacent to, and at the same level as, the mezzanine location via a roller shutter door (or similar) with minimum 3.5m x 3.5m opening, allowing unloading and handling with a single 1.5 tonne counterbalanced forklift truck.
- ii. **Build**
1. Unless otherwise specified in the Quote, if the mezzanine floor is to be erected over a toilet block or similar internal building the Client will be responsible for forming any holes necessary in the ceiling to allow column installation.
 - a. Finishes will be the responsibility of the Client
 2. Prior to commencing, the Client must confirm that the structure is load bearing and safe for the Company's employees to walk on to connect joists to beams.
 - a. If necessary, the Client must supply suitable spreader boards to safely allow access to the Company's employees.
 3. If the Client fails to provide confirmation of safe access and no suitable spreader boards are supplied and the Company's employees have any doubt as to the safety of the works they are instructed not to build over the area in question.
 - a. Any delays in completing works or costs associated with the Company having to supplying their own safety equipment to continue will be chargeable to the Client.
- iii. **Plant**
1. Unless otherwise specified in the Quote, the Client must provide a forklift for the duration of the installation, which must be capable of lifting 1.75 tonnes to a height of finished floor level plus 200mm. The forklift should also be able to travel below the floor when the mast is down and fit through the access route from the build area to the outside unloading area.
 2. The forklift needs to be available from 8.30am on the first day and then continuously for the duration of the works.
 3. The forklift needs to be a counterbalance type with side-shift facility and be suited for internal use on warehouse slab (i.e. not rough terrain teleporter type).
- iv. **Baseplates set into slab**
1. If columns are to be set into pockets in the slab prepared by third parties the Client must ensure that the pockets are 100 mm larger in plan than baseplate size to allow tolerance on base plate positions. The pockets in the slab must be even and level relative to one another.
 2. The Company are not responsible for any discrepancy in Installation of the new floor if the pockets are not levelled relative to each other as the Company do not pack or grout bases unless specified.
- v. **Safety**
1. The area of the mezzanine is to be cordoned off and all personnel will be prevented from entering the Installation Area for safety reasons.
 2. It is the responsibility of the client to advise on-site operatives that the only persons to have access to the Installation Area are the mezzanine floor installers for Health & Safety reasons.
- vi. **Clear site**
1. The Client is to ensure the site is clear prior to the installation of the floor.

2. The Company have allowed for a clear site in the Quote (except those items shown on drawing.) and any deviation therefrom may cause a delay, the additional costs of which will be charged to the client at a rate to be advised.
- vii. **Build method**
 1. The Quote provided is based on the Company's normal installation method as per the Company's standard method statements. Any specific methods outside of the stated procedures will be subject to additional costs.
- viii. **Working at height regulations**
 1. Where no Quote has been provided to supply a handrail it is the Client's responsibility to ensure that this is correct for their requirements and that none is needed to the floor edges anywhere on the floor.
 2. If no handrail has been quoted for then the Client will need to provide some form of temporary edge protection that can be put in place by the Company as they deck the floor.
 3. The Company can provide temporary plastic barriers stood on deck 2m back from edge at a cost of £6/m run of exposed edge per week of hire.
- ix. **General Installation**
 1. The Company have not allowed for packing columns and will be supplying the floor based on a level ground slab. Any undulations in the slab will be replicated in the mezzanine level.
- x. **Off plan manufacture**
 1. For any floors manufactured off architects/engineers plan where for whatever reason we are unable to survey the site prior to manufacture we cannot be held responsible for any discrepancies or obstructions found on site not shown on the drawings worked upon. Any associated costs for overcoming such discrepancies will be passed on.
- xi. **Safety Netting**
 1. The majority of floors supplied by the Company will have underfloor safety netting installed if suitable for the given site conditions and installation team assigned to the build.
 2. Floors up to 1000m² have this service included free of charge.
- xii. **Site electrical connection**
 1. Where an electrical truck is required, it is the Client's responsibility to ensure that someone will be on site to provide connection and disconnection for the battery charger.

18. LIMITATION OF LIABILITY

- a. The Company shall not be liable for any delays or problems caused by circumstances beyond its control.
- b. Where the Company is liable, the aggregate liability of the Company for all claims arising in respect of goods and services supplied in accordance with these Terms and Conditions shall be limited to a maximum amount equivalent to 10% of the value of the Quote accepted. Loss of profits, losses arising from installation and any consequential damages are expressly excluded, regardless of the cause.

19. DATA PROTECTION

- a. The personal information which was provided upon acceptance of the Quote, as well as personal information provided by any means, in the future, will be processed in accordance with the provisions of the Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation) (GDPR) for the purposes of providing the Client with information, products or services under these Terms and Conditions. These include: (i) managing the business relationship with the Company (ii) addressing the requests for information and visits (iii) contacting the Client by means of email; (iv) carrying out surveys on the Company's products and services (v) sending business communications by post or email to apprise the Client of the Company's products and services, sales and promotions, provided that the Client have consented to it; and (v) providing online support to address the Client's requests for technical assistance or information, where applicable.
- b. In the event that the Client provides personal information of their employees or business partners the Client must inform them that their data may be disclosed to the Company.
- c. The Company is the data controller whose identifying data appear in this document.
- d. The provided data will be conserved while a business relationship is maintained or during the years required to comply with the legal obligations in force.
- e. The personal data processed to carry out surveys will be conserved during the time required to measure the Client's satisfaction with the Company and will be kept only as long as is necessary.

- f. In the event the Client consents to receive advertising by post and email the Client's data will be maintained until it communicates to the Company its wish to unsubscribe for that purpose or until the Client exercises its right of cancellation of its personal data.
- g. The Company informs you that commercial communications regarding products and/or services similar to those contracted may be sent to the Client, via email. If the Client does not wish to receive said commercial communications, please mark the box with an "X".

I do not wish to receive commercial communications.

- h. In any event, the Client may choose not to receive commercial communications, by sending an email to sales@pointergroup.co.uk
- i. The Company will handle the Client's data when the law allows it to do so and where needed to carry out its obligations arising from these Terms and Conditions or any agreements entered into between you and us. This includes processing Client orders, providing the agreed upon services and sending the requested information for carrying out the respective purchase contract or provide services in response to the interested party's request for pre-contractual measures. The Company may send business communications on its products, services, sales and promotions, if the Client has given its consent. By the same token, the Company has a legitimate interest in carrying out surveys for the purposes of improving Client service for the Client. In any event, the data subject has the right to revoke the given consent, in a non-retroactive manner, at any time.
- j. The data provided to the Company may be transmitted to other companies of the Pointer Group Ltd and to its business partners inside the European Union when strictly necessary and only in order to fulfil the Client's requests for information, to manage the business relationship between the Company and the Client and to provide technical support or information.
- k. The data subject in question has the right to access their personal data, to rectify inaccurate data or request their deletion when they are no longer required, as well as to object to the processing of their personal data and to request the portability of the same. In certain circumstances, the data subject can request the restriction of processing of their personal data. Also, the data subject has the right to withdraw consent at any time where we are relying on consent to process personal information. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you.
- l. Should the data subject have any questions whatsoever with respect to the conditions of this clause or wish to exercise the rights mentioned herein you it can send a letter to Pointer Group Ltd to its address which is stated in this document and title it "Data protection". In the event the data subject considers its protection rights have been infringed upon, it can file a complaint with the pertinent Supervisory Authority with regards to Data Protection.

20. GENERAL

- a. This document together with any Quotes and drawings supplied by the Company constitutes the entire agreement between the Parties and nullifies and replaces any other terms and conditions or other agreements between the Parties.
- b. No changes to these terms and conditions shall be of any effect unless in writing and signed by both Parties.
- c. These terms and condition are the only terms and conditions which will apply to the supply, assembly and installation of the goods Quoted for and shall prevail over any other contractual clauses or general terms and conditions of the Client and the Company. For the avoidance of doubt, any standard terms and conditions of the Client are expressly rejected and will not apply to the supply, assembly and installation of the goods as Quoted for by the Company.
- d. No warranties have been provided unless expressly included in these Terms and Conditions.
- e. The Client hereby acknowledges that it has not relied on any representation, illustration or statement by the Company in deciding to accept the Company's Quote, other than statements contained in the Quote itself or these Terms and Conditions.
- f. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the English courts to resolve any claim, matter or dispute (whether based in contract, tort or otherwise) arising between them under or in connection with these Terms and Conditions.
- g. Should a dispute arise (other than in respect of payment of any amounts outstanding to the Company), then the Parties shall first use reasonable endeavours to promptly negotiate in good faith and attempt to amicably settle any dispute that may arise in relation to delivery of the goods and services or breach of these Terms and Conditions within fourteen (14) days of receiving notification from the other Party of such dispute. However, this clause shall not be construed as restricting, the Company from taking legal action against the Client for any amounts outstanding under the Quote or any invoices issued by the Company to the Client without first attempting amicable resolution.

Indemnity

This letter is to indemnify Pointer Group Ltd of costs that are incurred due to the installation of the mezzanine floor prior to the passing of Building Regulations or receiving a Building Warrant (Scotland). I.e. if The Local Authority requires amendments to the structure or supporting structure, after the installation, to obtain Building Regulations or a Building Warrant. Pointer Group Ltd have designed the mezzanine in accordance with all the relevant design codes and have done their best to interpret the Building Regulations, Building Warrant requirements and relevant British Standards; however each Local Authority may interpret the above design requirements differently.

Neither Pointer Group Ltd, nor any of its employees are able to provide specialist advice on any other aspects related to the Mezzanine product or installation (for example: Suitability of building or ground slab, means of escape, fire rating etc.). It is strongly recommended, but hereby assumed that the appropriate representations have been made to the relevant authority or Approved Inspector about the proposed Scheme/Installation, prior to approval of drawing and the manufacturing phase for the mezzanine floor.

Contract No:

We: do hereby indemnify Pointer Group Ltd. of any costs incurred due to revisions required to the mezzanine or supporting structure at the request of the Local Authority to grant Building Regulation Approval or Building Warrant approval. The floor has been put in prior to the relevant local authority approval at the request of others, and thereby does not affect the payment terms, which are based on completion of Pointer Group Ltd works, unless agreed otherwise in writing.

We: do hereby confirm our acceptance of the above

Name:

Signed:

On behalf of: