Enterprise security solutions that deliver more than just security

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1.0 PLACING OF ORDER

The Purchase Order is placed by Total Security Protection Limited and/or by one of its affiliated entities who are listed in full within Section 42 "TSP Registered Entities" (hereinafter referred to as "the Company"), strictly on the following conditions. The person, Company, Institution, Body to whom the order is addressed is hereinafter called the "Supplier." Where the term "Parties" is defined, this refers to both "the Company" and "the Supplier" collectively.

Any provisions, terms or conditions included in the Supplier's quotation or any acceptance of this Purchase Order that conflict with these Terms & Conditions or are stated to be in addition to or to replace these Terms & Conditions shall be excluded unless otherwise agreed by the Company in writing. The rights given to the Company by these prevailing conditions shall be in addition to any rights given by statute or common law and not in substitution thereof. Where goods are to be delivered by instalments, the order shall be treated as a single agreement and not severable. By commencing works in any manner, the Supplier is deemed to have accepted and agreed to these conditions.

Any orders placed on the Supplier by the Company will be placed expressly upon these prevailing conditions (and any relevant terms from the main contract which is stepped down automatically) whether referred to directly or by inference, that are deemed to be so by the Company, to the exclusion of all others. By commencing works on this order, by whatever means, you are deemed to have accepted these conditions. No qualifications or terms from any offer document or correspondence from yourselves will be deemed included unless expressly agreed to in writing by our Commercial Manager, Procurement Manager, Contracts Manager or Director of the business prior to the issue of the order.

You will remain solely responsible for the validity and accuracy of any quotation offered to us and for any acts, omissions or errors. You have satisfied that your offer fully complies with and satisfies any specifications, scopes and performance articles that are referred to directly or by inference and indemnify the Company against the same under its obligations. It is the Supplier's responsibility to request and ensure you have sufficient information in which to provide your quotation and you acknowledge you have had sufficient opportunity to do so in providing your offer. No variations will be entertained for reasons arising from those items covered within this clause.

All prices are fixed for the entire project duration, no price increases will be entertained once a project has commenced, should further equipment or services be required these will be at the original contract rates. For the avoidance of doubt your prices are fixed until the Company complete their project works for which these items are required. The Company will not accept any increases in pricing due to exchange or interest rate increases or any standard price increases or for any reason.

2.0 ENTIRE AGREEMENT

The Purchase Order together with any documents referred to within the Purchase Order constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous exchanges and communications. Modification to the requirements or Terms & Conditions of the Purchase Order shall only be said if given in writing by the Company and signed by an authorised representative. Any subsequent oral agreement which seeks to vary the requirements or Terms & Conditions shall be of no effect unless and until confirmed in writing. The Supplier 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.

3.0 ACCEPTANCE

Any acknowledgment by the Supplier of receipt of the Purchase Order, or commencement of any services or work on the site, or shipment of the goods, by whatever agreement or means and in any chronological order shall be deemed to be acceptance by the Supplier of the Terms & Conditions contained in the Purchase Order, notwithstanding any wording included in said acknowledgement and to the exclusion of any others terms or conditions offered, stated or inferred and implied.

4.0 PRICE

The prices stated in the Purchase Order are fixed prices and shall not be subject to any amendment other than as the result of any variation of the type or quantity of goods, materials or services to be provided under the Purchase Order expressly agreed in writing by the Company. The prices are complete and include without limitation packaging, boxing, crating, labelling, storage, shipping, customs duties, taxes, and insurance. The prices exclude value added tax. Acceptance of the Purchase Order by the Supplier acts to confirm that the Company's credit worthiness exceeds the value of the Purchase Order and any other Purchase Orders the Supplier has accepted from the Supplier and which remain outstanding.

5.0 PACKAGING

Items shall be packed and labelled in accordance with applicable laws and regulations for protection against personal injury or harm, and against damaged from weather, handling and transportation. The Supplier shall be liable for all damages arising out of improper or inadequate packing. The Supplier shall advise on the safe removal and disposal of packaging and where required by law or other regulations shall remove and dispose of packaging at no additional cost to the Company.

6.0 READY FOR DELIVERY

Subject to the Company's right of rejection in clause 10 all goods shall remain at the Supplier's risk regarding deterioration, damage or loss until they are

delivered and accepted by the Company and the Company shall be entitled to deduct from any money due to the Supplier the amount of any shortage, loss or damage. Property in the goods shall pass from the Supplier to Company on delivery of the goods to the Company.

7.0 LIABILITY FOR DELAY IN DELIVERY

Time is of the essence in the performance of the Purchase Order. Except where the Supplier has reasonably demonstrated any such default is beyond their control. If delivery of items or provisions of services is not complete by the date stated in the Purchase Order, the Company shall have the right, without liability, to terminate the Purchase Order by written notice. On receipt of such a notice the Supplier shall not deliver any further goods or provide any further services. The Company may purchase substitute items or services elsewhere and charge the Supplier with any additional cost incurred or loss suffered, whether directly or as a consequential effect of such termination. If because of such termination the goods delivered by the Supplier up to the date of termination cannot be used by the Company for the purpose for which they were ordered the Company shall have the further right to reject such items. Following such rejection, the Supplier shall collect the goods in question and remove them from the site at no cost to the Company.

Pursuant to, and in accordance with the forgoing and proceeding clauses you remain responsible for the replacement of faulty and damaged goods (with the exception of damage caused on site or that was reasonably apparent but not reported by us at time of delivery to yourselves). Title for the goods passes from yourselves to the Company immediately upon delivery with risk remaining with yourselves until incorporated into the building. If so, required by the main contract, title, may without further notice, pass directly from the Company to our client.

8.0 TAXES AND DUTIES

The Supplier shall pay all taxes and duties including, but not limited to, import and export or duties of any kind, and all fines or penalties imposed due to the Supplier's failure to pay such taxes or duties.

9.0 ACCESS

On receipt of reasonable notice from the Company, the Supplier shall be obliged to provide the Company with access to the offices and/or works and/or places of storage of the Supplier or its sub-suppliers and/or subcontractors and/or any other third party for any purpose including testing in connection with the Purchase Order and to inspect the progress of the preparation of the goods and services at all reasonable times.

10.0 WARRANTY, GOODS

The Supplier expressly warrants that all goods provided under the Purchase Order will conform to all specifications and appropriate standards referred to by or reasonably implied in the Purchase Order and shall be fit for the purpose which they are intended. Materials and goods shall be new, free from defects in material, workmanship and design, and shall be safe to install and use. The Supplier warrants that the goods will conform in all respects with any samples provided by the Supplier. No approval expressed or implied by the Company of drawings, data sheets or samples provided by the Supplier shall relieve the Supplier of its responsibilities for supplying goods which are fit for the purpose intended. Any inspection, test, acceptance and use by the Company of the goods provided hereunder shall not vitiate this warranty. The warranty shall extend to the Company, its successors, assigns and clients. The Supplier shall promptly, at the Company's option, either correct any defects or replace defective goods or issue a refund for any goods not conforming to the Warranty, all at no cost to the Company. If the Supplier is to replace or repair defects in non- conforming goods promptly but fails to do so, the Company may, after giving written notice to the Supplier, arrange for correction or replacement of such defective goods and charge the Supplier any costs and/or expenses incurred by the Company because of such action. For the purpose of the Purchase Order this warranty shall apply for eighteen months after delivery or twelve months after putting into use, whichever is the longer, unless otherwise agreed in writing. The Supplier shall if required to do so by the Company enter into direct collateral warranties and/or duty of care agreements with such persons as the Company may specify from time to time in relation to the goods provided by the Supplier.

11.0 WARRANTY, SERVICES

The Supplier expressly warrants that any services provided under the Purchase Order will be carried out using the reasonable skill, care and diligence to be expected of an experienced professional holding themself out to be competent to perform the services being undertaken and who is experienced on projects of the size and nature to which the services refer. See also (37) & (39).

Where such services are required, the Supplier will provide professional indemnity insurance with a limit and providing cover of the type referred to in the Purchase order or within any documents referred to therein. The services provided by the Supplier will fully satisfy the requirements set out in the Purchase Order and any documents referred to therein.

12.0 PROVISION OF RECRUITMENT, CONTINGENT LABOUR AND OTHER SERVICES

The Supplier accepts that the submission of any candidate details does not establish a contractual relationship and that only specific terms agreed in writing by the Company and subject to these Terms & Conditions will be the basis of any relationship. To the extent that any negotiated terms are agreed, such terms shall be subordinate to and be superseded by these terms which shall prevail. Where it is contended that any clause herein should not apply to any supplier of services, the specific exception or exemption shall not be valid unless specifically agreed in writing by the Company.

13.0 INSPECTION/TESTING

Payment by the Company for goods or services delivered by the Supplier shall not constitute a waiver of the Company's right to reject goods or services. The Company shall have the right to inspect the goods or services and to reject any or all goods or services which do not meet the requirements and standards set out in the Purchase Order and referred to in either clause 7 or clause 8 above. The Company shall further have the right to reject such goods or services that are not inspected immediately at the time of delivery but be subsequently found to be defective. The price of rejected goods or services shall be credited to the invoice covering the shipment or debited against the Supplier's account. Goods rejected shall be held at the Supplier's risk for disposal by the Supplier. If not removed from the site by the Supplier in a reasonable time, they may be sold or otherwise disposed of by the Company for the Supplier's account. Goods or services supplied more than the quantity ordered may be returned to the Supplier at its expense. The Company shall have the right to charge the Supplier all expenses incurred in unpacking, examining, repacking, and reshipping such goods or services. The Company reserves the right to require replacement of or to reject any goods or services with latent defect not apparent on examination at the time of delivery. Nothing contained in the Purchase Order shall relieve the Supplier of its responsibility for testing, inspection, and quality control.

14.0 VARIATIONS

The Company shall have the right at any time to make changes in design, drawings, materials, specifications, packaging, quantities, method of delivery, and time and place of delivery. If any such changes cause an increase or decrease in the cost or the time of performance an equitable adjustment shall be mutually agreed, and the Purchase Order shall be varied accordingly. Where applicable, the same or comparable unit rates shall apply to the same or comparable items. Such variation shall only be valid if in writing and signed by the Company's authorised representative. The Supplier agrees to accept any such changes and to proceed without delay to perform the Purchase Order as varied. Any dispute concerning adjustments shall not excuse the Supplier from proceeding with the Purchase Order as varied.

A valid instruction can be via email from our Project Manager (PM)/ Commercial Manager/ Procurement Manager/ Contracts Manager or Director. You are to carry out these works immediately upon receipt and issue your costs within 5 working days of the instruction for review and agreement by the Company, acting reasonably. For clarity an instruction does not guarantee entitlement to additional sums for the instructed works. All payments will be on account until the final agreement, not to be withheld unreasonably, by the Company. To avoid situations of dispute you should look to agree costs with our PM.

15.0 SUSPENSION OF PERFORMANCE

The Company shall have the right at any time to suspend all or part of the performance of the Purchase Order by giving written notice to the Supplier specifying the extent, date and estimated duration of the suspension. The Supplier shall promptly suspend any further performance of the Purchase Order to the extent specified in the Company's written notice. During the period of suspension, the Supplier shall properly care for and protect all work in progress and goods, materials, supplies and equipment that the Supplier has on hand for performance of the Purchase Order. The Company may at any time withdraw the suspension by written notice to the Supplier specifying the extent of the withdrawal, and the Supplier shall resume diligent performance of the Purchase Order for which the suspension is withdrawn on the specified effective date.

16.0 TERMINATION FOR CONVENIENCE BY THE COMPANY

The Company reserves the right to terminate the Purchase Order of any part hereof for its sole convenience by issue of a written notice to that effect. In the event of such a notice the Supplier shall immediately cease all work in connection with the performance of the Purchase Order and cause any of its suppliers or subcontractors to do likewise. See Also (37) & (39) Subject to clause 18, the Supplier shall be paid for all costs properly incurred in the performance of the Purchase Order, less any amounts paid or to be paid for deliveries made prior to the termination. The costs to be paid to the Supplier in such circumstances will not include any claim for loss of profit, overhead or opportunity in respect of any unperformed portion of the Purchase Order. The Company shall not pay for any work done after the receipt of the notice of termination or for any costs incurred by the suppliers and subcontractors of the Supplier which the Supplier could reasonably have prevented.

17.0 INDEMNIFICATION

The Supplier shall indemnify and save harmless the Company against all liabilities, claims, causes of action, costs, loss, damages and expenses whatsoever due to Supplier's negligence in respect of personal injury to, or death of any persons whomsoever, or damage to any property real or personal arising out of, or in the course of, or caused by, the manufacture and delivery of, or any defect in, the goods or services, or from any act, omission or default of the Supplier, its agents, employees or subcontractors, and shall indemnify the Company in respect of any direct or indirect loss or expense of whatsoever nature incurred by or claimed against the Company, due to the goods or services not conforming with the specifications, plans, design, instructions or Purchase Orders of the Company or its employees.

18.0 INSURANCES

If the Purchase Order requires the performance of services by the Supplier's employees, or persons under contract to the Supplier, to be done on the Company's property, or on the property of the Company's client, customer, or subcontractor, the Supplier agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Company. The Supplier shall maintain all necessary insurances, including public liability, employer's liability and all-risk insurance, the last of which shall cover any damage caused by the services (including but not limited to testing and commissioning) to the property in which the services are executed and any consequential damage to neighbouring properties. The Supplier shall indemnify and hold harmless the Company from all claims arising out of the work referred to by this clause.

19.0 FORCE MAJEURE

The Company shall have the right to delay delivery or performance or the Purchase Order without prejudice, for significant causes beyond its control, such as breakdown of plant apparatus, fire, explosion, accident, strike, lockout or other industrial action, pandemic, extreme weather, or any other event or cause beyond its control. The Supplier shall hold such goods at the direction of the Company until the cause of the delay has ceased. The Company shall be responsible only for extra direct cost of holding the goods or delaying performance of the Purchase Order at the Company's direction.

20.0 ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign any benefit of the Purchase Order nor sub-contract the whole or any part of the Purchase Order without the prior written permission of the Company. The Supplier shall remain responsible for all works subcontracted as if the works were being carried out by the Supplier, particularly, but not only, in relation to Clause 4.

21.0 LIMITATION OF COMPANY'S LIABILITY

The Company shall not be liable to the Supplier for loss of anticipated profits or for incidental and consequential damages. The Company shall not be liable for penalties of any kind. The Company's liability on any claim of any kind shall in no case exceed the price of the goods or services or part thereof to be supplied under the Purchase Order and to which the claim by the Supplier relates.

22.0 ROYALTIES

The Supplier shall pay all royalties and/or fees on patented articles processed and/or registered design and/or registered trademarks and any other intellectual property rights and shall indemnify the Company against all claims, damages, costs or proceedings in respect of or in connection with infringement of any such rights caused by the supply of goods or services under the Purchase Order.

23.0 WAIVER

The waiver by the Company of any breach of the Purchase Order by the Supplier, or the failure by the Company to exercise any rights or to insist on the performance by the Supplier of any terms or conditions, shall not waive any other rights, terms or conditions, nor shall constitute a waiver of the same or any other right, term or condition in the future.

24.0 SEVERABILITY

If any term or condition of the Purchase Order is or becomes void or unenforceable by law, the other Terms & Conditions shall remain valid and enforceable.

25.0 CONFIDENTIALITY

Drawings, specifications or other information supplied by the Company shall not be used by the Supplier for any purpose other than the performance of the Purchase Order. The Supplier shall return all such information to the Company when so requested. The Supplier shall treat all such information as confidential, and shall not disclose it to any other person, other than its agents, employees, professional advisors and any suppliers and/or sub-contractors working in connection with the performance of the Purchase Order without the written permission of the company. The Supplier will ensure that any such person shall keep any information provided to it confidential as required by this clause. The Supplier shall not advertise or publish the fact that the Company is purchasing goods from the Supplier without the prior written permission of the Company. Unless otherwise agreed in writing no information disclosed by the Supplier to the Company shall be deemed to be confidential. Please note that all physical documentation is to be returned and Electronic information to be transferred to TSP and deleted from all suppliers' devices. The Supplier acknowledges that they will replicate and ensure that this entire clause is stepped down to their supply chain and seek confirmation of the same.

For the avoidance of doubt the supplier agrees to irrevocable Non-Disclosure as set out (including but not limited to) in the details above and the inclusion of any further items contained within the main contract that TSP are subject to. You are deemed to have full knowledge of the same which is subject to change from time to time and on a project/ site/ customer basis.

26.0 ADVICE NOTES

Advice notes bearing the number of the Purchase Order and the destination of the goods shall be sent: - (i) one accompanying the goods, and (ii) one posted to the address at the head of the Purchase Order at the time of dispatch of the goods.

27.0 INVOICES

Detailed invoices bearing the number of the Purchase Order shall be emailed to accounts@tsp.co.uk after dispatch of the goods or services. Invoices will not be accepted if they relate to more than one Purchase order. Invoices shall not be processed for payment until all items have been delivered and accepted as suitable by a representative of the Company and that all certificates of conformity or other required evidence of compliance has been provided and accepted as suitable by a representative of the Company.

28.0 TIME FOR PAYMENT

Time in connection with payment of invoices shall be counted from whichever is the latest of (i) the scheduled delivery date, (ii) the actual delivery date or (iii) the date of receipt of an acceptable invoice. Unless agreed in advance or, stated otherwise on the face of the Purchase Order the payment due will be made by the Company to the Supplier no later than end of month 60 days when the payment becomes due in accordance with this clause.

29.0 DRAWINGS AND MANUALS

The Supplier shall provide and allow in its price for any drawings and/or operating and maintenance manuals that are normally provided with the goods or services stated on the Purchase Order or are specifically called for by the Company on the face of the Purchase Order or within any of the documents referred to in the Purchase Order.

30.0 SET OFF

The Company shall have the right to set off against any money due, or becoming due to the Supplier, the amount of any counter claim or contra-charge arising out of the Purchaser Order, or any other contract with the Supplier.

31.0 LANGUAGE

Unless otherwise specified, all drawings, reports, manuals and other technical information shall be in the English language.

32.0 ARBITRATION

Any dispute or difference between the parties of any kind whatsoever arising out of or in connection with the Purchase Order including any dispute or difference regarding its existence, validity or termination shall be referred to and finally resolved by the decision of an arbitrator to be agreed upon or falling agreement to a person to be nominated at the request of either party by the President for the time being of the Royal Institution of Chartered Surveyors.

33.0 BRIBERY ACT

The Supplier shall take all necessary steps to implement the requirements of the Bribery Act 2010 (including any amendments to or re-enactments of) so as to ensure that it, its employees, agents, sub-contractors and suppliers do not breach such requirements or cause TSP to breach such requirements. The Supplier shall make available to TSP, on demand, sufficient documentary evidence to demonstrate that it is complying with these requirements. In the event that the Supplier is in breach of the legislation or this clause the Supplier shall indemnify, as far as the law allows, TSP against all costs, fines or other expense which is incurred as a result of the Suppliers breach.

34.0 MODERN SLAVERY ACT 2015

The Supplier undertakes warrants and represents that neither the Supplier nor any of its officers, employees agents of the Supplier has committed an offence under the Modern Slavery Act 2015 (an MSA offence); or been notified that it is subject to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015; or is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015; it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it or any of its officers, employees, agents or any tier of its supply chain have breached or potentially breached any of the Suppliers obligations under clause 35 of the Act, such notice shall set out the full details of the circumstances concerning this breach or potential breach of the Suppliers; any breach of clause 35 of the Act by the Supplier shall be deemed a material breach of Contract and shall entitle the Company to terminate the Purchase Order in accordance with Clause 16.

35.0 APPLICABLE LAW

The Purchase Order shall be governed and construed in accordance with the law of England & Wales.

36.0 CONDITION PRECEDENT

It is a condition precedent that any Invoice to the Company associated with this purchase order must be received by email at accounts@tsp.co.uk. All other communications that deliver an invoice other than to the accepted email address will not be accepted.

37.0 DATA PROTECTION

37.1 For the-

purpose of this clause 11, the following definitions apply Data Protection Legislation shall be defined as the following:

- To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

a) EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

b) UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. The terms commissioner, controller, data subject, personal data, personal data breach, processor and processing, shall have the meaning given to them in the UK GDPR, and supervisory authority shall have the meaning given to it in the EU GDPR.

37.2 In so far as required,

both parties agree that they will comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the supplier is the data processor. The scope, nature and purpose of processing by the Provider, the duration of the processing, the types of personal data and categories of data subject must be agreed in advance by the Company.

37.3 The Company -

has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.

37.4 Without prejudice -

to the generality of clause 37.2, the Supplier warrants and undertakes that it shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

1. process personal data only on the written instructions of the Company unless the Supplier is required by the Data Protection Legislation or other applicable laws.
2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
4. assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and, in particular, the Supplier shall promptly notify the Company if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of the Company personal data;
5. notify the Company without undue delay (and no later than 24 hours) after becoming aware of a personal data breach;
6. at the written direction of the Company, delete or return personal data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the personal data; and
7. maintain complete and accurate records and information to demonstrate its compliance (and allow for audits by the Company or the Company's designated auditor).

37.5 The Supplier shall not, without the prior written -

consent of the Company (and in any event subject to the Supplier providing the Company with reasonable evidence that such activity is being undertaking in full compliance with Data Protection Legislation): appoint or replace (or change the terms of the appointment of) any other processor in relation to the personal data or transfer any personal data to the same; or carry out, via itself or

via any other processor, any processing of personal data, or transfer any personal data, outside of the UK, including processing Company personal data on equipment situated outside of the UK.

37.6 The Supplier shall indemnify and keep the -

Company indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, commissioner or supervisory authority as a result of any breach or alleged breach by Supplier of any Data Protection Legislation or its obligations under liability for losses arising from breaches of this clause 37.

37.7 This clause 37 shall survive termination -

(however caused). A breach of this clause 37, shall be deemed a material breach under termination clauses.

38.0 CYBER SECURITY REQUIREMENTS

The Company requires all Suppliers to comply with recognised global and European and UK cyber security standards, including ISO/IEC 27001, GDPR, NIS2 and Cyber Essentials. In addition, suppliers must review and adhere to the Company's **Information Security Policy** and the Company's **Minimum Security Standards for Suppliers Checklist**. Copies of both are available upon request.
These documents outline the essential controls and practices that the Company expect to be in place to protect data, manage risk, and respond effectively to security incidents. The Suppliers commitment to these standards is vital to maintaining a secure and resilient partnership with the Company.

39.0 DESIGN – FURTHER CLARIFICATION

Should the Company's order contain any portion pertaining to design elements, you as the Supplier hereby acknowledge that you are in possession of all information and that the offer issued to the Company is fully compliant with all scopes/ specifications and clauses and those of the main contract. The Supplier confirms that its works have full design responsibility and the Company are indemnified against any and all errors or omissions or non-compliance should this occur throughout the project duration.

a. The Supplier further confirm that its design elements will be undertaken by suitably qualified personnel with adequate knowledge and experience of similar undertakings and can provide evidence of the same. All design works will be carried out in house by yourselves and this portion cannot be subcontracted in any regards without prior written approval and acceptance of the individual circumstances by the Company.
b. You confirm you have and will maintain throughout the project duration, a minimum level of Professional Indemnity (PI) Insurance of £5,000,000.00 and provide evidence of the same for our retention. Should the main contract require a higher value you are deemed to have in place the higher of the two values. Clauses pertinent to design elements from the main contract are stepped down in full. It is condition precedent to payment that we retain copies of your latest certification, approval paperwork, RAMS and policies.
c. All design works must be produced in a timely manner in CAD/ BIM format to allow the Company sufficient time to incorporate your elements into our design works and submit to the client within their deadlines. The Supplier have allowed for the creation and submittal of design drawings, with all subsequent revisions of design, construction and as built drawings in the format required by us and our client. These revisions will be required to achieve full and final approved status or each type. Full O&M information will be required in the format as instructed by the Company.

40.0 INSTALLATION – FURTHER CLARIFICATION

Should the Company's order be for or include any installation elements then conditions herein apply. In addition to this the order may be accompanied by a set of subcontract particulars and/or numbered documents which will further detail specifics and have equal standing within document hierarchy as these conditions, a material part of the same. For the avoidance of doubt, the Supplier will meet any and all minimum quality, health and safety programme constraints as directed by the Company and all those conditions relevant to installation and headings listed within this clause from the main contract.

a. The Supplier will complete the project in good time to afford the Company sufficient time to commission and hand over the project. This will always be in line with the project programme which is subject to change from to time. The Supplier will at all times observe all rules from the Company's client and the Company and any other policies and procedures as set out directly or by inference.
b. The Supplier is deemed to have satisfied itself of the details contained within all pertinent documentation prior to providing its offer and all installation methods to the entire satisfaction of the Company and to meet benchmarking approval from the client, access equipment, plant, tools and materials are to be included, labour, fluke and other

record testing and all other items required to hand over a fully compliant and completed installation.

c. The Supplier has allowed within its price for a reasonable amount of out of sequence working and disruption as is the norm in such projects, which may mean completing works at differing work faces. The Supplier will at all times proceed and progress diligently with the works available to it and mitigate all delays, failure to do so may result in the Company serving notice to the Supplier to rectify the position and/or supplement the Suppliers labour to ensure works are completed. Any and all costs associated with this will be deducted from the Suppliers account or recovered from the Supplier as a debt in accordance with the Company's rights under this or the main contract.

d. The Supplier has allowed to provide adequate supervision to complete its works safely and to liaise with the Company's project manager. The Supplier will supervise its work in accordance with the contract/ main contract and the minimum requirements of the same. The Supplier's supervisors will be responsible for completing toolbox talks/ attending briefings and meetings as reasonably required/ completing labour returns/ providing hand marked information and changes/ liaising with other trades to ensure the Suppliers works are completed.

41.0 PROCUREMENT CODE OF CONDUCT (CoC) FOR VENDORS

The Supplier accepts and agrees to be bound by the Company's Procurement Code of Conduct (CoC) for Vendors. Copy available upon request.

42.0 TSP REGISTERED ENTITIES

- Total Security Protection Limited, 4 Century Court, Tolpits Lane, Watford, Hertfordshire, WD18 9RS. Company Registration: 2330115
- Total Security Protection (Europe) Limited, 16/17 College Green, Dublin 2, Dublin, Ireland, DO2 V078. Company Registration: IE-706039
- Total Security Protection GmbH, Friedrich-Ebert-Anlage 36, 60325 Frankfurt am Main. Company Registration: DL- HRB-131214
- Total Security Protection (APAC) Limited, RM 747, 7/F Star HSE 3, Salisbury Road TST, Hong Kong. Company Registration: 320064