

## USER TERMS AND CONDITIONS FOR TRACKSYTE® HUB

### 1. Definitions and Interpretation

**1.1** The following are the standard terms and conditions under which Green Power Solutions Ltd (the *Company*) permits the *User* to use hardware known as TrackSyte® Hub and associated equipment (the *Product*). These Terms and Conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof.

**1.2** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- **Agreement** – means any agreement, implied or otherwise, to use the Product to which these standard Terms and Conditions will always apply.
- **Supplier** – means any individual, business or organisation from which the User purchases the Product.
- **User** – means the individual, business, or other organisation using the Product and includes any employee, officer, third-party consultant, agent or similar working with or providing services to the User.

**1.3** The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

### 2. Product Specifications

**2.1** The Company shall use reasonable endeavours to advise the User of variations to Product specifications. Specifications may evolve as product improvements are introduced but will maintain core functionality.

**2.2** The User is responsible for ensuring that the Products are fit for their intended purpose.

### 3. Software

Any software contained in the Products will be governed under separate terms and conditions, which are available on request and to which the User impliedly agrees by purchasing, installing, or using the Product.

## **4. Warranty**

**4.1** The Company will warrant the Product against material defects for a period of two years from the date of signature of the Proof of Delivery to the Supplier or one year from the User's purchase from any supplier, whichever is the longer. The Company shall, in accordance with normally accepted professional standards, make good as quickly as is reasonably possible and at its own expense any material defects identified immediately upon delivery to a User or which develop during a period of one year after delivery of the Product to the User.

**4.2** The Company does not warrant that the Products are free from minor errors not materially affecting performance. Such errors shall not be rectified in the absence of a prior written agreement to the contrary.

**4.3** The undertaking given in this Clause shall not apply if the Product has been altered by any party other than the Company or has been operated or run on any platform or in any environment inappropriate for the Product or against any instructions given at any time to the User or any end user in relation to the Product.

**4.4** All warranty returns must follow the RMA process set out in Schedule 1.

## **5. Return of Products**

**5.1** The return of Products, other than under the terms of the warranty in Clause 4, shall be at the sole discretion of the Company and must follow the RMA process set out in Schedule 1. In any circumstance where the Company agrees to accept return of Products for any reason, the User shall:

- **5.1.1** advise the Company within 5 days from the date of purchase of Products of the reason(s) for the return of Products;
- **5.1.2** take no action to affect any warranties that may cover the Products.

**5.2** The Company shall be entitled to levy to the User a reasonable administration charge amounting to no more than the cost of return delivery and the staff time spent on handling the return. The User shall pay the same to the Company within 14 days of invoice.

**5.3** Should any reconfiguration of the returned Products be required, the Company reserves the right to levy to the User the reasonable cost of such reconfiguration. The User shall pay the same to the Company within 14 days of invoice.

## **6. User Obligations**

**6.1** During the continuance of the Agreement the User shall:

- **6.1.1** provide, free of charge, reasonable usage of machine time, communications, media, and access deemed necessary by the Company to fulfil the Agreement and shall provide an appropriate environment or platform to enable the Company to test run any Product. The User warrants that the environment will be capable of receiving the Products;
- **6.1.2** follow all instructions provided by the Company or available to the User in relation to usage of the Products, any related software or hardware;
- **6.1.3** ensure the accuracy and validity of all data and technical information provided to the Company or any Supplier of the Products; and
- **6.1.4** ensure that Products shall not be modified, changed or removed in any way without prior written permission of the Company. If a Product is modified, changed or removed, the cost of restoring or replacing the equipment or any directly or indirectly related losses shall be recovered from the User. The Company accepts no liability for any losses directly or indirectly incurred by the User as a result of modifications, changes (including settings), removal or tampering with the Products.

**6.2** The User shall indemnify the Company and keep the Company fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by negligent act or omission, wilful misconduct or breach of contract by the User, its employees or agents.

## **7. Business Associates and Delegation**

**7.1** The Company may delegate any of its obligations or responsibilities arising out of the Agreement to any of its business associates. Performance by such associates shall be deemed to be performance by the Company.

**7.2** The User may not assign the benefit or burden of the Agreement in any way.

**7.3** At the written request of the User the Company may, at its sole discretion, agree to novation of the Agreement. Such agreement must be evidenced in writing.

## **8. Proprietary Rights**

**8.1** Unless otherwise specified in the Agreement, copyright and all other proprietary rights in the Products and associated documentation and all parts and copies thereof shall remain vested in the Company.

**8.2** The User acknowledges that TrackSyte® is a registered trade mark of Green Power Solutions Ltd (UK Trade Mark Registration No. UK00004206744). No rights or licences are granted to the User in respect of this trade mark or any other intellectual property rights of the Company, other than the limited right to use the Product in accordance with this Agreement.

**8.3** The User shall not remove, alter, or obscure any copyright, trade mark, or other proprietary notices affixed to the Products or related documentation.

## **9. Liability**

**9.1** The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees) to the User in respect of:

- **9.1.1** any breach of its contractual obligations arising out of the Agreement; and
- **9.1.2** any representation, statement or delictual or tortious act or omission, including negligence arising out of or in connection with the Agreement.

**9.2** The User's attention is drawn to the following provisions:

- **9.2.1** the Company's liability to the User for death or injury resulting from its own negligence, or that of its employees, shall not be limited;
- **9.2.2** any act or omission on the part of the Company falling within this clause shall be known as an "Event of Default".

**9.3** Subject to the provisions of clause 9.2.1:

- **9.3.1** the Company's entire liability in respect of any Event of Default shall be limited to the value of the Agreement;
- **9.3.2** the Company shall not be liable to the User in respect of any Event of Default for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the User as a result of an action brought by a third party), even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the User incurring the same. If a number of Events of Default give rise substantially to the same loss, they shall be regarded as giving rise to only one claim under this Agreement; and

- **9.3.3** the Company shall have no liability to the User in respect of any Event of Default unless the User shall have served notice of the same upon the Company within 3 months of the date it became aware of the circumstances giving rise to the Event of Default, or the date when it ought reasonably to have become so aware.

**9.4** The User hereby agrees to afford the Company not less than 30 days in which to remedy any Event of Default.

**9.5** For avoidance of doubt, the Company shall have no liability for losses caused by loss of connectivity, cloud service unavailability, User misconfiguration or any loss which is not directly attributable to the Company.

**9.6** Nothing in this clause shall confer any right or remedy upon the User to which it would not otherwise be legally entitled.

## **10. Dispute Resolution**

**10.1** If any dispute arises in connection with this Agreement with a claim value of £10,000 or greater, a director or other senior representatives of the Parties with authority to settle the dispute will, within 14 working days of a written request from one Party to the other, meet in good faith in an effort to resolve the dispute.

**10.2** If the dispute is not wholly resolved at that meeting, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing (the ADR Notice) to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

**10.3** If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the Parties cannot agree within 14 working days from the date of the ADR Notice, then, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the Parties having consulted with them.

**10.4** Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR Notice.

**10.5** No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate, provided that the right to issue proceedings is not prejudiced by a delay.

## **11. Waiver**

The rights and remedies of either party under the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the other party, nor by any failure or delay in asserting or exercising such rights or remedies.

## **12. Severance**

If at any time any one or more clause, sub-clause, paragraph, sub-paragraph or any other part of the Agreement or these Terms and Conditions is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted. The validity and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

## **13. Variation**

No variation in the provisions of the Agreement shall be of any effect unless made in writing and signed on behalf of the User and the Company.

## **14. Set-Off**

Neither the Company nor the User is entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

## **15. Force Majeure**

**15.1** In the event that either party is prevented from fulfilling its obligations under the Agreement by reason of any supervening event beyond its control (including but not limited to war, national emergency, flood, earthquake, strike or lockout, subject to Sub-clause 15.2) the party shall not be deemed to be in breach. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

**15.2** Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

**15.3** Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights.

**15.4** If and when the period of such incapacity exceeds 3 months, this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

## **16. Entire Agreement**

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties, and constitutes the entire agreement between the parties relating to the Products. For avoidance of doubt, this Agreement does not include any terms relating to software which may or may not be provided with the Products. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated.

## **17. Law and Jurisdiction**

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning it or its interpretation shall be decided in that jurisdiction.

# **SCHEDULE 1**

## **Return Merchandise Authorisation (RMA) Process**

It is important that Products are returned in an orderly manner to ensure accurate diagnostics and tracking. The process below is intended to guide return handling but can be adapted by mutual agreement.

### **1. Non-Warranty Returns**

For non-warranty returns, the User must:

- Notify the Company within 5 business days of the date of delivery if the Products are believed to be incorrect, surplus, or require return for any other reason.
- Provide basic return details (PO number and reason for return).
- Where appropriate, obtain a return reference or form from the Company to ensure the return can be correctly processed.
- Package the Products securely (preferably in original packaging).
- Return the Products in good condition to arrive at the Company within 14 days of original delivery, unless otherwise agreed.

The Company, at its discretion, may apply a reasonable administration fee.

### **2. Warranty Returns**

If a Product develops a fault during the warranty period, the User should:

- Notify the Company as soon as possible, providing the **PO number** and a **description of the issue** (fault, symptoms, or error codes if applicable).
- Work with the Company (including remote diagnostics if appropriate) to determine whether the issue relates to configuration, hardware, or other causes.
- If return is required, obtain an RMA reference and shipping details from the Company.
- Return the faulty unit suitably packaged, ideally in its original box, including a packing list.

The Company will repair or replace the unit at its discretion, in line with the warranty terms. Where availability allows, the Company may provide a temporary replacement unit during investigation or repair.