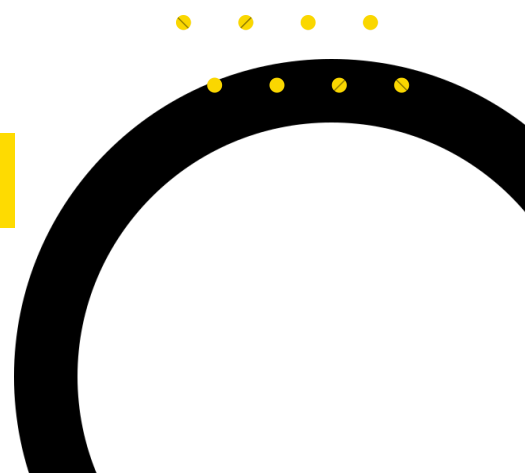




COMPANY POLICY

TERMS AND CONDITIONS OF PURCHASE



1. Definitions and application

1.1 These terms apply to every purchase order issued by The Specialist Electrical Group Ltd, company number 11464567, VAT number GB 465 6526 64, registered office Unit 4, Grovelands, Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7TE, referred to as “SEG”, “Buyer”, “we”, “us” or “our”.

1.2 “Seller” means the supplier, contractor, merchant, distributor, manufacturer, consultant or service provider named on the Order. “Goods” means goods, materials, plant, equipment, software, firmware, components or products supplied. “Services” means works, services, advice, design, specification, programming, support, maintenance or consultancy supplied. “Order” means our purchase order. “Contract” means the Order and these terms.

1.3 References to SEG include, where applicable, any associated or group company receiving the benefit of the Goods or Services, including SEG Core Ltd, Wire Group Ltd and Smart Internet of Things Ltd.

2. Order precedence

2.1 The Order is an offer to purchase subject only to these terms.

2.2 These terms override any quotation, acknowledgement, invoice, delivery note, website terms, portal terms, return policy, standard terms, limitation clause, exclusion clause, warranty restriction, restocking charge, time bar or other Seller document, unless expressly agreed in writing and signed by a director of SEG.

2.3 SEG’s acceptance of delivery, use of Goods, payment of any invoice, access to a Seller portal, signature of a delivery note, account communication or trading history shall not constitute acceptance of the Seller’s terms.

2.4 Acceptance occurs when the Seller confirms, fulfils, delivers against, performs against or invoices against the Order.

2.5 No variation, substitution, price increase or additional cost applies unless agreed by SEG in writing before supply.

3. Supplier representations and specification

3.1 The Seller acknowledges that SEG may rely on any statement, representation, technical advice, compatibility confirmation, product recommendation, sample, data sheet, demonstration, email, quotation, meeting note, site discussion or verbal assurance given by the Seller, its staff, agents, manufacturers or supply chain. Such representations form part of the Contract.

3.2 The Goods and Services must comply with the Order, specification, drawings, samples, data sheets, manufacturer literature, SEG instructions, client requirements and any purpose made known to the Seller or reasonably apparent from the circumstances.

3.3 The Seller must not substitute, vary, alter or supply alternative goods, brands, models, components, specifications or services without SEG’s prior written approval. Any unauthorised substitution may be rejected at the Seller’s cost.

3.4 Any design, drawing, specification, data, document, pricing, process, site information or intellectual property supplied by SEG remains SEG’s property and must not be used except for the Contract.



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4. Price

4.1 The price is fixed as stated on the Order and includes packaging, loading, carriage, delivery, insurance, duties, levies and all other costs, except VAT where properly chargeable.

4.2 No surcharge, minimum order charge, restocking charge, cancellation charge, storage charge, fuel charge, small order charge or administration fee applies unless expressly agreed by SEG in writing.

4.3 SEG is entitled to all trade, volume, project, framework, rebate, settlement or prompt payment discounts customarily offered or agreed.

5. Invoices and payment

5.1 Invoices must quote the correct SEG legal entity, Order number, VAT details, delivery reference, site reference and supporting documents reasonably required by SEG.

5.2 Payment is conditional upon receipt of a valid VAT invoice, delivery evidence, test certificates, declarations of conformity, product warranties, safety data sheets, O&M information, installation instructions, RAMS, insurance evidence and any compliance or client-required information requested by SEG.

5.3 Provision of compliance documents, certificates, test evidence, safety information and technical records is a material obligation. Failure to provide them on request is a material breach.

5.4 Invalid, incomplete, incorrectly addressed or unsupported invoices may be rejected and shall not become due until corrected and accepted.

5.5 Unless the Order states otherwise, payment is due 60 days after month end following receipt of a valid invoice and acceptance of the Goods or Services.

5.6 SEG may withhold, set off, deduct or contra-charge any sums owed, disputed or arising from breach, defect, delay, non-compliance, damage, loss or overpayment under any Order, account, contract or group trading relationship with the Seller or its group.

5.7 Payment, part-payment or processing of an invoice does not waive any right, claim, rejection, set-off, warranty, defect claim or remedy.

5.8 Where the Contract is a construction contract for the purposes of the Housing Grants, Construction and Regeneration Act 1996, these terms apply subject to any mandatory statutory payment provisions. Nothing in these terms prevents SEG from relying on any valid set-off, contra-charge, defect claim, damages claim or pay less notice where applicable.

6. Delivery and performance

6.1 Goods must be delivered, and Services performed, at the place, date and time stated on the Order. Time is of the essence.

6.2 Deliveries must take place during SEG's or SEG's client's normal working hours unless otherwise agreed.

6.3 Each delivery must include a delivery note quoting the Order number and clearly identifying the Goods supplied.

6.4 SEG may reject early, late, excess, short, damaged, substituted, unsafe, incomplete or non-compliant deliveries.



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6.5 Instalments are not permitted unless agreed in writing. Where instalments are agreed, the Contract remains a single contract and is not severable unless SEG agrees otherwise.

6.6 The Seller must provide in good time all instructions, certificates, access information, safety information, warranty documents, technical information and compliance evidence required for safe receipt, use, installation, commissioning or onward supply.

7. Inspection, acceptance and rejection

7.1 Delivery, signing a delivery note, installation, commissioning, payment, use, resale or onward supply does not constitute acceptance.

7.2 SEG may inspect, test, reject or require replacement, repair, credit, refund or re-performance where Goods or Services are defective, damaged, incomplete, late, unsafe, unsuitable, misdescribed, incompatible, non-compliant or not in accordance with the Contract.

7.3 SEG's rights apply whether the defect, incompatibility, non-compliance or unsuitability is discovered before or after delivery, installation, commissioning, payment, resale, onward supply or use.

7.4 SEG shall not be required to notify defects within any shorter period than is reasonable having regard to the nature of the Goods or Services, their intended use, installation, commissioning, testing and any latent defects.

7.5 No Seller return period, warranty process, notification window or RMA procedure shall restrict SEG's statutory, contractual or common law rights.

8. Risk and title

8.1 Risk passes only on completed delivery and acceptance at the delivery address.

8.2 Title passes to SEG free from all liens, charges, encumbrances, retention of title claims and third-party rights no later than delivery or payment, whichever occurs first.

8.3 Any retention of title provision asserted by the Seller is excluded unless expressly agreed in writing by a director of SEG.

9. Supplier warranties

9.1 The Seller warrants that all Goods and Services shall:

(a) match the Order, description, sample, specification, drawings and any representations made;

(b) be of satisfactory quality, fit for purpose, free from defects and fit for any purpose made known to the Seller or reasonably foreseeable;

(c) be safe, durable, compatible, complete, properly labelled, correctly packaged and suitable for SEG's intended use;

(d) comply with all applicable UK laws, regulations, British Standards, industry standards, manufacturer requirements, health and safety duties, environmental requirements, electrical safety requirements and client/framework requirements notified to the Seller or reasonably apparent from the supply;

(e) be supplied with all manuals, certificates, declarations, test evidence, warranties, batch information, safety data, compliance documents and installation instructions required;

(f) not infringe any intellectual property, confidentiality, data, licence or third-party rights;



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(g) where Services are supplied, be performed with reasonable care and skill by competent, trained, qualified and properly supervised personnel; and

(h) where advice, design, specification, selection, compatibility guidance, programming, survey or technical recommendation is provided, be suitable for SEG's stated or reasonably foreseeable purpose.

9.2 The Seller remains fully responsible for the Goods and Services supplied, whether manufactured, imported, distributed, recommended or fulfilled by the Seller or by any third party. The Seller shall not avoid liability by referring SEG to a manufacturer, importer, distributor, subcontractor, warranty provider or other third party.

10. Defects, recalls and remedies

10.1 If Goods or Services fail to comply with the Contract, SEG may, at its sole option and without limiting any other remedy:

- (a) reject them;
- (b) require replacement, repair or re-performance within 7 days;
- (c) obtain substitute goods or services elsewhere;
- (d) suspend payment;
- (e) cancel all or part of the Order;
- (f) require a full refund or credit; and/or
- (g) recover all resulting losses and costs.

10.2 Where any Goods or Services are defective, unsuitable, unsafe, non-compliant, misdescribed, incompatible or otherwise in breach, the Seller shall reimburse SEG for all resulting costs, including labour, supervision, management time, access arrangements, tenant or resident liaison, aborted visits, reattendance, testing, certification, removal, storage, disposal, replacement goods, remedial works, client deductions, liquidated damages, loss of margin, professional fees and legal costs.

10.3 Where defective or unsuitable Goods have been installed, issued to site, delivered to a client, or incorporated into works, the Seller shall bear all costs of safe isolation, access, resident liaison, removal, replacement, making good, retesting, recertification and client reporting.

10.4 The Seller shall immediately notify SEG of any safety issue, recall, product withdrawal, compliance concern, technical bulletin, compatibility issue, end-of-life notice, known defect or vulnerability affecting the Goods or Services.

10.5 The Seller shall meet all costs of investigation, notification, replacement, recall, removal and remediation arising from any issue under clause 10.4.

10.6 The Seller shall provide prompt technical, factual and documentary assistance where SEG is required to respond to any client, resident, regulator, insurer, court, adjudicator or third-party query, complaint, claim or dispute arising from the Goods or Services.

11. Indemnity and liability

11.1 The Seller shall indemnify SEG in full against all claims, liabilities, damages, losses, costs and expenses arising from or connected with:

- (a) defective Goods or defective Services;



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- (b) delay or non-delivery;
- (c) breach of contract;
- (d) negligence;
- (e) unsafe supply;
- (f) product liability;
- (g) intellectual property infringement;
- (h) data breach or cyber incident;
- (i) breach of law, regulation, British Standard, industry standard or client requirement;
- (j) injury, death or property damage; or
- (k) any act or omission of the Seller, its employees, agents, manufacturers, distributors, subcontractors or supply chain.

11.2 Nothing in the Contract shall limit or exclude the Seller's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, wilful default, deliberate breach, breach of confidentiality, data breach, intellectual property infringement, product liability, unsafe supply, regulatory non-compliance, or any indemnity given under these terms.

12. Client, framework and site compliance

12.1 The Seller shall comply with all main contract, client, framework, site, landlord, resident, housing association, council, compliance, access, safeguarding, reporting and documentation requirements notified to it or reasonably apparent from the nature of the supply.

12.2 The Seller shall not do or omit anything which may place SEG in breach of its obligations to any client, resident, landlord, main contractor, public body, regulator or framework provider.

12.3 The Seller shall provide all information reasonably required by SEG to demonstrate compliance.

12.4 The Seller shall not contact SEG's clients, residents, tenants, landlords, main contractors or end users about the Contract, Goods, Services, payment, defects or disputes without SEG's prior written consent, except where required by law.

13. Insurance, records and audit

13.1 The Seller shall maintain insurance adequate for the risk and value of the supply, including employer's liability, public liability, product liability and, where design, advice, specification, programming, technical recommendation or consultancy is provided, professional indemnity insurance.

13.2 Unless otherwise agreed, minimum cover shall be £10 million employer's liability, £5 million public liability, £5 million product liability and appropriate professional indemnity cover where relevant.

13.3 The Seller shall provide evidence of insurance on request.

13.4 SEG may audit the Seller's compliance, supply chain, quality records, delivery records, test evidence, batch records, certifications and technical correspondence relating to any Order.

13.5 The Seller shall retain all documents, emails, batch records, supply-chain records, test evidence, delivery records and technical correspondence relating to the Contract for at least 7 years and shall provide copies on request.



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14. Compliance obligations

14.1 The Seller shall comply with all applicable anti-bribery, modern slavery, tax, health and safety, environmental, equality, data protection, sanctions, import/export and product safety obligations.

14.2 The Seller must immediately notify SEG of any actual or suspected breach affecting SEG, the Goods, the Services, any client or any site.

15. Software, connected equipment and cyber security

15.1 Where Goods or Services include software, firmware, apps, cloud services, connected devices, CCTV, access control, IoT equipment, smart devices, networks, alarms or data processing, the Seller warrants that they are secure, supported, lawfully licensed, free from malicious code and suitable for use in a commercial environment.

15.2 The Seller must notify SEG of all security vulnerabilities, licence restrictions, subscription requirements, data transfer issues, support limitations, end-of-life dates and compatibility issues affecting the Goods or Services.

15.3 The Seller shall provide all credentials, licences, admin access, support details and documentation reasonably required for SEG to use, maintain, transfer or support the Goods or Services.

16. Confidentiality, data, AI and recordings

16.1 The Seller shall keep confidential all SEG, client, commercial, technical, pricing, site, operational and personal data.

16.2 The Seller shall not disclose, publish, advertise, photograph, record or refer to SEG, SEG's clients, SEG's sites or the Contract without SEG's prior written consent.

16.3 SEG uses technology, automation and artificial intelligence throughout its business. The Seller agrees that SEG may lawfully record, transcribe, monitor, analyse, summarise, store and process landline calls, mobile calls, Teams or video meetings, face-to-face meetings, emails, correspondence, documents, images, site data, delivery data, contract data and operational data, including through AI-assisted systems, for contract administration, compliance, audit, quality assurance, training, dispute management, evidence, health and safety, fraud prevention, debt management, legal, operational and business purposes.

16.4 The Seller shall ensure that its employees, agents, subcontractors, drivers, representatives and supply-chain personnel are informed that communications, meetings, site interactions and contract data may be recorded, monitored, transcribed, analysed and processed by SEG, including using AI-assisted systems.

16.5 The Seller shall not object to SEG relying on any lawful recording, transcript, AI-generated summary, call note, meeting note, audit output, system record or data extract as evidence in connection with the Contract, any account dispute, defect claim, compliance issue, legal process or debt recovery matter.

16.6 The Seller accepts that AI-assisted outputs may be used by SEG to support administration, compliance, audit, quality control, dispute preparation and evidence review, and that SEG may verify, amend and rely on such outputs as part of its business records.



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16.7 SEG may disclose information relating to the Seller, Goods, Services, defects, safety issues, compliance issues or disputes to its clients, insurers, professional advisers, auditors, regulators, certification bodies, courts, adjudicators, enforcement authorities or group companies where reasonably required.

17. Subcontracting and assignment

17.1 The Seller may not assign, transfer, subcontract or delegate any right or obligation without SEG's prior written consent.

17.2 The Seller remains fully liable for all acts, omissions, defaults and breaches of any approved subcontractor or supply-chain party.

18. Support during dispute

18.1 The Seller shall not suspend warranties, technical support, delivery, remedial assistance, access to documents, software licences, portals, data, certificates or compliance evidence because an invoice, account or contract is disputed in good faith.

19. No exclusivity or minimum commitment

19.1 Nothing in the Contract creates any exclusivity, minimum purchase obligation, forecast commitment, continuing supply obligation or guaranteed future work unless expressly stated in the Order and signed by a director of SEG.

20. Cancellation and termination

20.1 SEG may cancel all or part of an Order before delivery or performance.

20.2 SEG may terminate immediately without liability if the Seller:

- (a) breaches the Contract;
- (b) fails to remedy a defect or non-compliance;
- (c) is late or indicates it may be late;
- (d) becomes insolvent, enters administration or liquidation, proposes an arrangement with creditors, has a receiver appointed, ceases or threatens to cease trading, or is subject to enforcement action;
- (e) fails to provide compliance documents or insurance evidence;
- (f) causes or may cause SEG to breach any client, legal, safety or framework obligation; or
- (g) SEG reasonably considers supply to be unsafe, non-compliant or commercially prejudicial.

20.3 Termination does not affect any accrued rights, claims, indemnities, payment deductions or remedies.

21. Force majeure

21.1 Neither party is liable for delay caused by events beyond reasonable control, provided the affected party immediately notifies the other, mitigates the impact and resumes performance promptly.

21.2 Force majeure does not excuse defects, shortages, unsafe supply, non-compliance, failure to provide documents, failure to mitigate or payment already due for accepted Goods or Services.



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22. Notices and waiver

22.1 Notices must be in writing and sent to the registered office or any email address used for the Order or trading relationship.

22.2 No delay, inspection, payment, negotiation, acceptance, omission or failure to enforce shall waive SEG's rights.

23. Severance and survival

23.1 If any clause is invalid or unenforceable, the remainder of the Contract continues in force.

23.2 Clauses relating to confidentiality, data, AI/recordings, indemnity, defects, warranties, payment deductions, audit, records, insurance, compliance, support during dispute and governing law survive termination.

24. Governing law and jurisdiction

24.1 The Contract is governed by the laws of England and Wales.

24.2 The Seller submits to the jurisdiction of the courts of England and Wales.

Issue date: April 2026



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