



CHANNELTEQ LTD

Terms and Conditions of Supply

Goods and Services — Cellular Infrastructure, DAS, Small Cells, Decommissioning & Associated Works

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IMPORTANT NOTICE: These Terms and Conditions govern all contracts between ChannelTeq Ltd and its Customers. Customers are advised to read them carefully. Clauses 13 (Limitation of Liability) and 14 (Indemnity and Insurance) are particularly important.

1. Interpretation and Definitions

1.1 In these Conditions, the following definitions apply:

"Business Day"	A day (other than a Saturday, Sunday or public holiday in England) on which banks in London are open for business.
"ChannelTeq"	ChannelTeq Ltd, a company registered in England and Wales with registered number 09128178, whose registered office is c/o KKVMS LLP, 15 Glade Path, London, England, SE1 8EG.
"Commencement Date"	The date on which the Contract comes into existence in accordance with clause 2.
"Conditions"	These terms and conditions as amended from time to time in accordance with clause 20.8.
"Contract"	The contract between ChannelTeq and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
"Customer"	The person, company or organisation who purchases Goods and/or Services from ChannelTeq as specified in the Order Confirmation.
"Customer Default"	Has the meaning given in clause 9.2.
"Customer Materials"	Any drawings, designs, specifications, equipment, data or materials supplied by the Customer to ChannelTeq.
"DAS"	Distributed Antenna System — a network of spatially separated antenna nodes connected to a common source, providing wireless service within a building or structure.
"Decommissioning"	The planned removal, disconnection, de-installation and making safe of installed Goods and Systems at a Site, including the removal of associated cabling, antennas, active equipment, power supplies and ancillary infrastructure, as specified in the Order Confirmation. Decommissioning shall include the safe disposal or return of removed equipment in accordance with any applicable waste, WEEE or environmental regulations, and the making good of the Site to the standard agreed in writing with the Customer.
"Defects Liability Period"	The period of six (6) months from the date of Practical Completion, during which ChannelTeq shall remedy notified defects in the Works at no additional cost, subject to clause 8.
"Deliverables"	All documents, designs, drawings, as-built records, test reports and other items to be provided by ChannelTeq to the Customer under the Contract.
"Force Majeure Event"	Has the meaning given in clause 19.
"Customer-Supplied Goods"	Equipment, hardware or materials owned by or procured by the Customer which are delivered to the Site for installation by ChannelTeq, as identified in the Order Confirmation.

"Goods"	Any equipment, hardware, materials or products involved in the Works, as set out in the Order Confirmation, including but not limited to antennas, cabling, active DAS components, small cell hardware and associated components. Goods shall be designated in the Order Confirmation as either: (a) Customer-Supplied Goods; (b) ChannelTeq-Supplied Goods (Sold); or (c) ChannelTeq-Supplied Goods (Hired). Where no designation is stated, the Goods shall be deemed ChannelTeq-Supplied Goods (Sold).
"Hire Charges"	The periodic charges payable by the Customer for the hire of ChannelTeq-Supplied Goods (Hired), as set out in the Order Confirmation.
"Hire Period"	The period during which ChannelTeq-Supplied Goods (Hired) are made available to the Customer, as set out in the Order Confirmation, commencing on the Handover Date.
"Handover Date"	The date on which ChannelTeq notifies the Customer that installation and commissioning is complete and the Works are ready for acceptance.
"Intellectual Property Rights"	All patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for, renewals or extensions of such rights, and all similar or equivalent rights in any part of the world.
"MNO"	Mobile Network Operator — a company licensed to provide mobile voice and data services to end users using radio spectrum.
"Order Confirmation"	ChannelTeq's written acceptance of the Customer's order, incorporating these Conditions.
"Practical Completion"	The stage at which the Works have been substantially completed in accordance with the Contract, such that the Customer is able to use them for their intended purpose, notwithstanding minor snagging items.
"Quotation"	A written estimate of the charges for the Works issued by ChannelTeq to the Customer.
"Service Specification"	The description or specification for the Services set out in or attached to the Order Confirmation.
"Services"	The services to be provided by ChannelTeq to the Customer as set out in the Service Specification. The Services may include any one or more of the following categories of work as specified in the Order Confirmation: (a) Survey and Design — site surveys, RF surveys, propagation modelling and production of design documentation; (b) Supply and Installation — procurement, delivery and physical installation of Goods; (c) Commissioning and Testing — configuration, integration, acceptance testing and handover; (d) Maintenance — scheduled and reactive maintenance of installed systems; (e) Decommissioning — removal, de-installation and making safe of existing infrastructure as defined in the Decommissioning definition; and (f) any other associated or ancillary works as specified.

"Site"	The premises, building or location at which the Works are to be carried out, as specified in the Order Confirmation.
"Supplier Materials"	All tools, equipment, plant and materials brought onto the Site by ChannelTeq in connection with the Services, excluding Goods to be handed over to the Customer.
"VAT"	Value Added Tax or any equivalent tax chargeable in the UK.
"Variation"	Has the meaning given in clause 10.
"Works"	All works and services to be carried out by ChannelTeq under the Contract, including the supply and installation of Goods and the provision of Services.

1.2 Construction. In these Conditions:

- a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a statute or statutory provision includes any subordinate legislation made under it, and is a reference to that statute or provision as amended or re-enacted from time to time;
- any phrase introduced by the terms including, include, in particular or any similar expression is illustrative and does not limit the words preceding it;
- a reference to writing or written includes email.

2. Basis of Contract

2.1 A Quotation issued by ChannelTeq does not constitute an offer. Quotations are valid for thirty (30) days from the date of issue unless otherwise stated and are subject to withdrawal or amendment at any time before acceptance.

2.2 The Customer's order constitutes an offer to purchase Goods and/or Services in accordance with these Conditions. No order is binding on ChannelTeq until ChannelTeq issues a written Order Confirmation, at which point the Contract comes into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms on a Customer's purchase order or other document shall have no effect.

2.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter. Each party acknowledges that it has not relied on any statement, promise, representation or warranty made or given by or on behalf of the other party which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter or marketing materials issued by ChannelTeq are illustrative only and shall not form part of the Contract.

3. Survey and Design

3.1 Where a survey or site assessment is included in the Services, ChannelTeq shall carry out such survey using reasonable care and skill and shall prepare a Site Design Document or survey report setting out the proposed scope of Works.

3.2 If a survey or design is cancelled by the Customer following commencement, or if no Contract is subsequently entered into, ChannelTeq shall be entitled to invoice the Customer for the reasonable costs of the survey and design work carried out to that point.

3.3 The Customer acknowledges that the scope, programme and charges for the Works may be subject to adjustment following survey findings. Any such adjustments shall be agreed in writing and shall be treated as a Variation in accordance with clause 10.

3.4 Where the Services include design of a DAS, small cell or other cellular infrastructure system, ChannelTeq shall prepare designs in accordance with applicable MNO Joint Operator Technical Specifications (JOTS) and relevant vendor guidelines in force at the time of design. The Customer shall promptly review and approve all design documents and shall not unreasonably withhold or delay such approval.

4. Supply of Services

4.1 Subject to the provisions of clauses 4.4 and 10 (Variations), ChannelTeq shall provide the Services in accordance with the Service Specification (as set out in the Order Confirmation) in all material respects.

4.2 ChannelTeq shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. ChannelTeq shall not be liable for any delay caused by a Force Majeure Event or by the Customer's failure to comply with its obligations under the Contract.

4.3 ChannelTeq warrants that the Services will be provided using reasonable care and skill and by suitably qualified and experienced personnel.

4.4 ChannelTeq shall have the right to make any changes to the Services that are necessary to comply with applicable law, health and safety requirements, MNO requirements, or Ofcom regulations, provided ChannelTeq notifies the Customer of any material change.

4.5 ChannelTeq may subcontract any part of the Works, but shall remain responsible for the performance of any subcontractor.

4.6 Where the Services include commissioning and testing, ChannelTeq shall carry out post-installation acceptance tests in accordance with the Service Specification and applicable MNO requirements, and shall provide the Customer with a test report on completion.

4.7 On or around the Handover Date, ChannelTeq shall notify the Customer in writing and shall provide: (a) as-built drawings; (b) a commissioning test report; (c) equipment schedules; and (d) any other Deliverables specified in the Order Confirmation. The Customer shall confirm acceptance or raise written objections within ten (10) Business Days of notification. If the Customer fails to respond within that period, the Works shall be deemed accepted.

4A. Decommissioning Works

4.8 Where the Services include Decommissioning, the provisions of this clause 4A shall apply in addition to the general provisions of clause 4.

4.9 Prior to commencement of any Decommissioning, the Customer shall provide ChannelTeq with: (a) written confirmation of authority to decommission the identified equipment and infrastructure; (b) access to any existing as-built drawings, equipment schedules or configuration records in the Customer's possession; (c) confirmation of any third-party consents, landlord approvals or MNO de-commissioning authorisations required; and (d) confirmation of any data, configurations or records that must be preserved or extracted prior to removal.

4.10 ChannelTeq shall carry out Decommissioning in a safe and controlled manner in accordance with: (a) all applicable health and safety legislation and regulations, including CDM Regulations where applicable; (b) any MNO de-commissioning protocols specified in the Order Confirmation; (c) applicable WEEE Regulations and waste disposal legislation; and (d) any specific Site requirements notified by the Customer.

4.11 ChannelTeq shall use reasonable endeavours to make good any structural penetrations, fixings or cable routes disturbed during Decommissioning to a standard agreed in writing with the Customer. Making good shall be to a reasonable standard only; ChannelTeq does not warrant that the Site will be restored to its original condition. Any specialist reinstatement work (redcoration, plastering, specialist flooring or fire-stopping remediation beyond basic sealing) shall be treated as a Variation and priced separately.

4.12 Unless the Order Confirmation specifies otherwise: (a) equipment removed during Decommissioning that is Customer-Supplied Goods or ChannelTeq-Supplied Goods (Sold) shall remain the Customer's property and shall be either returned to the Customer or disposed of in accordance with the Customer's written instructions; (b) ChannelTeq-Supplied Goods (Hired) shall be returned to ChannelTeq on Decommissioning, at which point the Hire Period shall end; and (c) where the Customer does not provide disposal instructions within ten (10) Business Days of removal, ChannelTeq may dispose of the equipment in an environmentally compliant manner and charge the reasonable cost of disposal to the Customer.

4.13 A Decommissioning completion certificate shall be issued by ChannelTeq on completion of the Decommissioning Works. The Customer shall inspect and confirm acceptance within ten (10) Business Days. If the Customer fails to respond, the Decommissioning shall be deemed accepted. The completion certificate shall constitute full discharge of ChannelTeq's Decommissioning obligations, save for any latent defect in the Works notified in writing within three (3) months of the certificate date.

5. Supply and Delivery of Goods

5.1 ChannelTeq shall supply Goods as specified in the Order Confirmation.

5.2 ChannelTeq reserves the right to amend the specification of any Goods if required by any applicable statutory, regulatory or MNO requirements, provided the amendment does not materially affect the performance or quality of the Goods.

5.3 Any delivery dates for Goods quoted by ChannelTeq are estimates only. ChannelTeq shall not be liable for any delay in delivery caused by a Force Majeure Event, the Customer's failure to provide adequate instructions, or supply chain disruption beyond ChannelTeq's reasonable control.

5.4 If ChannelTeq is unable to deliver Goods due to the Customer's failure to take delivery or to provide adequate access, ChannelTeq may store the Goods at the Customer's cost (including insurance) until delivery takes place. If the Customer fails to accept delivery within ten (10) Business Days of being notified, ChannelTeq may resell or otherwise dispose of the Goods and the Customer shall remain liable for any shortfall.

5.5 Delivery shall be completed on arrival of the Goods at the Site or such other location agreed in writing.

6. Title and Risk

6.1 The Order Confirmation shall designate Goods as one of the following categories. Different categories may apply to different items within the same Contract.

6A. Customer-Supplied Goods

6.2 Where the Order Confirmation designates Goods as Customer-Supplied Goods, title in those Goods is and shall remain vested in the Customer at all times. ChannelTeq's role is limited to installation, commissioning and/or testing of those Goods in accordance with the Service Specification.

6.3 Risk in Customer-Supplied Goods shall pass to ChannelTeq on delivery to Site and shall revert to the Customer on Practical Completion. ChannelTeq shall take reasonable care of Customer-Supplied Goods while they are in its custody but shall not be liable for any pre-existing defect, damage or non-conformance in Customer-Supplied Goods.

6.4 The Customer warrants that Customer-Supplied Goods are fit for purpose, comply with all applicable specifications, and are delivered to Site in a condition ready for installation by the agreed programme date. Any delay, defect or non-conformance in Customer-Supplied Goods that causes additional work, abortive visits or programme delay shall give rise to a Variation under clause 10 and, where applicable, an Abortive Visit Charge under clause 11.12.

6B. ChannelTeq-Supplied Goods (Sold)

6.5 Where the Order Confirmation designates Goods as ChannelTeq-Supplied Goods (Sold), risk in those Goods shall pass to the Customer on delivery to Site.

6.6 Title to ChannelTeq-Supplied Goods (Sold) shall not pass to the Customer until ChannelTeq has received payment in full (in cleared funds) for: (a) those Goods; and (b) all other sums due from the Customer to ChannelTeq under any contract.

6.7 Until title passes, the Customer shall:

- hold the Goods as bailee for ChannelTeq and store them separately so as to be clearly identifiable as ChannelTeq's property;
- not remove, deface or obscure any identifying mark or packaging;
- maintain the Goods in satisfactory condition and insure them at replacement value on ChannelTeq's behalf;
- notify ChannelTeq immediately of any insolvency event listed in clause 17.1.

6.8 If the Customer becomes subject to an insolvency event before title passes, ChannelTeq may require the Customer to return the Goods and, if the Customer fails to do so promptly, may enter any premises where the Goods are located to recover them.

6.9 Once ChannelTeq-Supplied Goods (Sold) are incorporated into a building or structure, title shall pass to the Customer on full payment of all sums due under the Contract.

6C. ChannelTeq-Supplied Goods (Hired)

6.10 Where the Order Confirmation designates Goods as ChannelTeq-Supplied Goods (Hired), title in those Goods is and shall remain vested in ChannelTeq at all times. The Customer shall acquire no title in the Goods by virtue of the Contract or any payment made under it.

6.11 The Customer shall pay Hire Charges as set out in the Order Confirmation throughout the Hire Period. Hire Charges are payable regardless of whether the Customer makes use of the Goods, and shall be invoiced and paid in accordance with clause 11.

6.12 During the Hire Period, the Customer shall:

- keep the Goods in good repair and condition, fair wear and tear excepted, and not permit any modification, adaptation or alteration without ChannelTeq's prior written consent;
- not remove, sell, charge, encumber or otherwise deal with the Goods or any interest in them;
- insure the Goods at replacement value against all risks and provide evidence of such insurance to ChannelTeq on request;
- permit ChannelTeq or its agents access to inspect the Goods on reasonable notice;
- notify ChannelTeq immediately if the Goods are lost, stolen, damaged or destroyed.

6.13 On expiry or termination of the Hire Period, the Customer shall provide ChannelTeq with safe access to recover the Goods within ten (10) Business Days. If the Customer fails to do so, ChannelTeq may enter the Site to recover the Goods and the Customer shall bear all reasonable costs of recovery. The Customer shall remain liable for Hire Charges until the Goods are recovered by ChannelTeq.

6.14 If the Customer wishes to continue using the Goods beyond the initial Hire Period, it shall notify ChannelTeq in writing no later than thirty (30) days before expiry of the Hire Period. Any extension shall be subject to agreement on terms, including Hire Charges for the extended period.

6.15 Risk in ChannelTeq-Supplied Goods (Hired) shall pass to the Customer on delivery to Site and shall remain with the Customer until the Goods are recovered by ChannelTeq.

7. Quality of Goods

7.1 ChannelTeq warrants that, on delivery, the Goods shall: (a) conform in all material respects with their description; (b) be free from material defects in design, material and workmanship; and (c) be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

7.2 If the Customer gives notice in writing within a reasonable time of discovery that Goods do not comply with the warranty in clause 7.1, ChannelTeq shall (at its option) repair or replace the defective Goods, or refund the price, provided that:

- ChannelTeq is given a reasonable opportunity to examine the Goods; and
- the Customer returns the Goods to ChannelTeq at the Customer's cost if requested.

7.3 ChannelTeq shall not be liable for Goods' failure to comply with clause 7.1 if:

- the Customer makes further use of the Goods after giving notice;
- the defect arises because the Customer failed to follow ChannelTeq's instructions as to storage, installation, commissioning, use or maintenance of the Goods;
- the Customer or a third party alters or repairs the Goods without ChannelTeq's written consent;
- the defect arises from fair wear and tear, wilful damage, negligence, or abnormal conditions;
- the Goods differ from their description solely as a result of changes to comply with statutory or regulatory requirements.

7.4 ChannelTeq will, so far as it is able, pass the benefit of any third-party manufacturer's warranty to the Customer.

7.5 Except as set out in this clause 7, ChannelTeq shall have no liability in respect of Goods' failure to comply with the warranty in clause 7.1.

8. Practical Completion and Defects Liability

8.1 ChannelTeq shall notify the Customer in writing when, in ChannelTeq's reasonable opinion, Practical Completion has been achieved. Such notification shall be accompanied by a schedule of any known minor snagging items ("Snagging List").

8.2 The Customer shall inspect the Works within five (5) Business Days of receipt of the notification of Practical Completion and shall either: (a) issue written confirmation of acceptance; or (b) provide a written list of any items it considers not to be in accordance with the Contract. If the Customer fails to respond within that period, Practical Completion shall be deemed to have occurred.

8.3 The Defects Liability Period shall commence on the date of Practical Completion. During the Defects Liability Period, ChannelTeq shall remedy, at its own cost and within a reasonable time, any defect in the Works that is: (a) notified in writing by the Customer; and (b) attributable to ChannelTeq's faulty workmanship, materials or design.

8.4 ChannelTeq shall not be obliged to remedy defects that arise from:

- fair wear and tear or damage caused by the Customer or third parties;
- failure by the Customer to operate, maintain or use the Works in accordance with ChannelTeq's or the manufacturer's instructions;
- works carried out on or adjacent to the Site by persons other than ChannelTeq after Practical Completion;
- any modification to the Works carried out without ChannelTeq's written consent.

8.5 On the expiry of the Defects Liability Period of six (6) months from Practical Completion, provided that all defects properly notified have been rectified, ChannelTeq's obligations in respect of latent and

patent defects shall cease, save for liability arising from any breach of the obligations in the Contract accruing before that date and subject to the statutory limitation period.

8.6 The existence of snagging items shall not prevent Practical Completion being achieved, provided such items do not prevent the Works being used for their intended purpose. ChannelTeq shall complete all snagging items within twenty-eight (28) days of Practical Completion or such other period as agreed.

9. Customer's Obligations

9.1 The Customer shall:

- ensure that the details in the Customer Order and any Site information provided to ChannelTeq are complete, accurate and up to date;
- co-operate with ChannelTeq in all matters relating to the Services and comply with all reasonable instructions of ChannelTeq;
- provide ChannelTeq, its employees, agents, consultants and subcontractors with safe, unobstructed and timely access to the Site, including (where applicable) rooftop, riser, communications room and plant room access, during normal working hours and at such other times as may be agreed;
- obtain and maintain at its own cost all necessary licences, permissions, consents, wayleaves and structural surveys required for ChannelTeq to carry out the Works, before the relevant works commence;
- provide at no cost to ChannelTeq: adequate power supplies (including UPS where required), suitable environmental conditions in any communications room (temperature, humidity, ventilation), secure storage facilities for Goods on Site, and adequate space for equipment as described in any Site Design Document;
- promptly review and approve designs, drawings, and Deliverables submitted to it and not unreasonably withhold or delay approval;
- notify ChannelTeq of any known hazards, asbestos, restricted areas, or access constraints at the Site;
- ensure that the Site is safe and compliant with all relevant health and safety legislation before and during ChannelTeq's attendance;
- keep and maintain in safe custody all Supplier Materials at the Customer's premises, maintain them in good condition until returned, and not use or dispose of them other than in accordance with ChannelTeq's written instructions.

9.2 If ChannelTeq's performance of any of its obligations is prevented or delayed by any act or omission of the Customer or by the Customer's failure to perform any relevant obligation ("Customer Default"):

- ChannelTeq shall have the right to suspend performance of the Services until the Customer Default is remedied and to rely on the Customer Default to relieve it from its obligations to the extent that the Customer Default prevents or delays performance;
- ChannelTeq shall not be liable for any costs or losses sustained by the Customer arising from such failure or delay;
- the Customer shall reimburse ChannelTeq on written demand for all reasonable costs and losses sustained by ChannelTeq arising directly from the Customer Default, including standing time, re-mobilisation costs and additional programme costs.

10. Variations

10.1 A "Variation" is any addition to, reduction of, or modification of the Works (including any change to the timing of the Works) instructed by the Customer, or required by any change in applicable law, regulatory requirements or MNO specifications after the date of the Order Confirmation.

10.2 The Customer may request a Variation at any time by written notice to ChannelTeq. ChannelTeq shall, within a reasonable time, provide the Customer with a written Variation Order setting out:

- a description of the proposed change;
- the effect on the programme and estimated completion date;
- any adjustment to the charges.

10.3 No Variation shall be binding on ChannelTeq unless and until the Customer has provided written acceptance of the Variation Order.

10.4 ChannelTeq shall carry out any Variation instructed pursuant to this clause, subject to agreement on price and programme. If the Customer and ChannelTeq cannot agree on the value of a Variation, ChannelTeq shall be entitled to charge on a time and materials basis at its then-current standard rates.

10.5 Where the Works are affected by unforeseen site conditions not reasonably foreseeable from information available at the time of Quotation (including, without limitation, the presence of asbestos, hidden structural defects, or underground services), such conditions shall entitle ChannelTeq to raise a Variation Order for any additional costs incurred.

11. Charges and Payment

11.1 The Customer shall pay ChannelTeq the charges set out in the Order Confirmation in accordance with this clause 11.

11.2 Unless otherwise stated in the Order Confirmation, the following payment structure shall apply:

- a deposit of thirty per cent (30%) of the total Contract value shall be payable upon execution of the Contract;
- interim payments as set out in the agreed milestone schedule (if any);
- the balance of all sums due in full on issue of the Practical Completion notification.

11.3 ChannelTeq does not accept the withholding of retention from any payment due under the Contract. All sums certified or agreed as due shall be paid in full and on time without deduction. Any purported retention, discount or withholding applied by the Customer shall constitute a payment default under clause 11.6 and ChannelTeq reserves all rights accordingly, including the right to suspend works under clause 11.8.

11.4 For Services on a time and materials basis, charges shall be calculated in accordance with ChannelTeq's schedule of rates set out in the Order Confirmation. ChannelTeq shall be entitled to charge, in addition, for all reasonable expenses incurred in connection with the Services, including travel, accommodation and subsistence.

11.5 ChannelTeq shall invoice the Customer as set out in the Order Confirmation, or if not so stated, on a monthly basis in arrears for Services and on delivery for Goods.

11.6 The Customer shall pay each invoice within thirty (30) days of the invoice date ("Due Date"). Time for payment is of the essence.

11.7 All amounts payable under the Contract are exclusive of VAT, which shall be payable by the Customer at the rate prevailing at the time of supply, on receipt of a valid VAT invoice.

11.8 If the Customer fails to make any payment by the Due Date, ChannelTeq shall be entitled, without limiting its other rights:

- to charge interest on the overdue sum at the rate of 8% per annum above the Bank of England base rate, accruing daily and compounding quarterly, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;
- to suspend the provision of any further Services or deliveries of Goods (with fourteen (14) days' written notice) until all overdue amounts are paid in full;
- to recover reasonable debt recovery costs.

11.9 The Customer shall pay all amounts due without any deduction, withholding, set-off or counterclaim. ChannelTeq may set off any amount owed by the Customer against any amount payable by ChannelTeq to the Customer.

11.10 ChannelTeq reserves the right to increase its rates where the programme for completion of the Works is delayed by more than three (3) months beyond the anticipated completion date due to Customer Default. ChannelTeq shall give the Customer one (1) month's written notice of any such increase. If the increase is not acceptable to the Customer, either party may terminate the Contract on thirty (30) days' written notice.

11.11 ChannelTeq may increase the price of Goods at any time before delivery to reflect any increase in cost caused by factors beyond its control (including foreign exchange fluctuations, increases in taxes and duties, and increases in materials or manufacturing costs) or by changes requested by the Customer.

Abortive Visits and Re-mobilisation Charges

11.12 Where ChannelTeq mobilises to Site and is wholly or partially prevented from carrying out the planned Works due to any circumstance within the Customer's control or responsibility, ChannelTeq shall be entitled to charge for that visit in full at its standard day rates (as set out in the Order Confirmation) plus all associated costs (including travel, accommodation, equipment hire and subcontractor costs) incurred in connection with that visit ("Abortive Visit Charge"). The following are non-exhaustive examples of circumstances that will give rise to an Abortive Visit Charge:

- the Customer or its representatives fail to provide ChannelTeq with access to the Site, or any part of the Site, at the agreed time;
- a chaperone, escort, key holder or other authorised representative required by the Customer or by Site security requirements is unavailable, late, or fails to attend;
- equipment, materials, credentials, or access permissions that the Customer was required to procure, arrange or have on-site by an agreed date or programme milestone have not been delivered, are not on-site, or are not available for use at the time of ChannelTeq's attendance — including where equipment procured by or on behalf of the Customer has been delayed in delivery, has not cleared customs, or has otherwise not arrived in sufficient time to be ready for installation;
- a customer-side engineer, network engineer, IT representative, or other technical resource whose presence was required to support, witness, or enable the installation, commissioning or testing is unavailable or fails to attend;
- the Customer cancels or reschedules a visit with less than forty-eight (48) hours' notice prior to the scheduled attendance;
- ChannelTeq is required to revisit the Site to repeat commissioning, configuration or testing activities because configuration information, network credentials, or system settings provided by the Customer or a third party designated by the Customer were incorrect, incomplete or changed after ChannelTeq's prior attendance.

11.13 For the avoidance of doubt, an Abortive Visit Charge shall apply regardless of whether any work was commenced on Site. The charge reflects ChannelTeq's mobilisation costs, lost productive time, and any costs committed to third parties in connection with the visit.

11.14 Re-mobilisation charges shall apply to any subsequent visit required as a result of the circumstances described in clause 11.12. ChannelTeq shall notify the Customer in writing of the Abortive Visit Charge and re-mobilisation charges as soon as reasonably practicable following the abortive visit. Such charges shall be invoiced and payable in accordance with clause 11.6.

11.15 ChannelTeq shall use reasonable endeavours to mitigate any costs incurred in connection with an abortive visit, but shall not be obliged to stand down subcontractors, return equipment or cancel travel arrangements where doing so would itself incur cancellation or other charges.

12. Health and Safety

12.1 Each party shall comply with all applicable health and safety legislation, regulations and guidance in connection with the Works, including (without limitation) the Health and Safety at Work etc. Act 1974, the Construction (Design and Management) Regulations 2015 ("CDM Regulations") and any site-specific health and safety requirements.

12.2 Where ChannelTeq acts as Principal Contractor under the CDM Regulations, it shall comply with all duties imposed on a Principal Contractor and shall produce and maintain a Construction Phase Plan. The Customer (as Client) shall fulfil all Client duties under the CDM Regulations.

12.3 ChannelTeq shall ensure that all its employees and subcontractors attending the Site hold valid and appropriate industry accreditations, including (where applicable) CSCS cards, Working at Height certification, and any Site-specific induction requirements.

12.4 The Customer shall:

- notify ChannelTeq of any known hazards, asbestos registers, and emergency procedures before ChannelTeq's first attendance at the Site;
- ensure that all works areas are safe and appropriately segregated;
- provide ChannelTeq with a copy of any relevant site safety plan or fire risk assessment upon request.

12.5 ChannelTeq shall carry out all work at height in compliance with the Work at Height Regulations 2005, including the use of appropriate access equipment and the application of the hierarchy of control measures.

12.6 In the event of any notifiable accident or incident occurring in connection with the Works, each party shall promptly notify the other and shall cooperate fully in any investigation.

13. Limitation of Liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in these Conditions shall limit or exclude ChannelTeq's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- breach of section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- defective products under the Consumer Protection Act 1987.

13.2 Subject to clause 13.1, ChannelTeq shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss of data or corruption of data;
- any indirect or consequential loss of any kind;
- any loss arising from interference with third-party services or mobile networks caused by factors outside ChannelTeq's reasonable control, including MNO network changes or regulatory intervention.

13.3 Subject to clause 13.1, ChannelTeq's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total charges paid or payable by the Customer under the Contract in the twelve (12) months immediately preceding the event giving rise to the claim, or £2,000,000 (two million pounds), whichever is the lesser.

13.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.5 This clause 13 shall survive termination of the Contract.

14. Indemnity and Insurance

14.1 The Customer shall indemnify ChannelTeq against all claims, losses, costs, damages and expenses (including legal costs) suffered or incurred by ChannelTeq arising from:

- any inaccuracy in information or materials provided by the Customer;
- the Customer's failure to obtain any required licence, consent or permission;
- any breach by the Customer of its obligations under the Contract;
- claims by third parties arising from works or acts of the Customer or its agents on or adjacent to the Site.

14.2 ChannelTeq shall maintain throughout the term of the Contract the following minimum levels of insurance with reputable insurers authorised to conduct business in the UK:

- Employers' Liability Insurance: not less than £10,000,000 per occurrence (currently underwritten by AXA Insurance UK plc, arranged by Geo Underwriting Services Limited, policy reference GEOLI12353644);
- Public Liability Insurance: not less than £5,000,000 per occurrence (currently underwritten by AXA Insurance UK plc, arranged by Geo Underwriting Services Limited, policy reference GEOLI12353644).

14.3 ChannelTeq does not hold Professional Indemnity or Contractors All Risks insurance as standard. Where a Customer requires such cover, this must be agreed in writing prior to contract and may be subject to additional charges. ChannelTeq's design liability is limited to the scope of works as described in the Service Specification and is subject to the limitations in clause 13.

14.4 Evidence of the above insurance, including certificates of insurance, shall be provided to the Customer on written request. ChannelTeq shall notify the Customer as soon as reasonably practicable if any of the above policies are cancelled, lapse or are materially changed.

14.5 The Customer shall maintain adequate property and contents insurance covering the Site and the Works from the date of delivery of Goods.

15. Intellectual Property Rights

15.1 In this clause, the following terms apply:

- "Background IP" means all Intellectual Property Rights owned by or licensed to ChannelTeq prior to or independently of the Contract, including (without limitation) ChannelTeq's proprietary methodologies, system design approaches, configuration techniques, testing procedures, maintenance processes, software tools, firmware, technical know-how, and any other IP that ChannelTeq brings to or applies in the course of performing the Works.
- "Foreground IP" means Intellectual Property Rights created by ChannelTeq specifically and solely for the Customer under this Contract, as expressly identified in the Order Confirmation or Service Specification.

15.2 All Background IP is and shall remain the exclusive property of ChannelTeq. Nothing in the Contract shall operate to transfer, assign or otherwise vest any Background IP in the Customer. This applies regardless of the extent to which Background IP is applied, embedded or reflected in any Deliverable or Works carried out under the Contract. The Customer shall acquire no right, title or interest in Background IP by virtue of the Contract or any payment made under it.

15.3 For the avoidance of doubt, Background IP includes (but is not limited to): system configuration files; RF design parameters and methodologies; network settings and credential structures; commissioning and testing procedures; maintenance and fault-finding methodologies; any software,

scripts or tools developed by ChannelTeq; and any know-how, processes or techniques used in the delivery of the Services, whether or not documented in Deliverables.

15.4 All Foreground IP shall vest in and remain the property of ChannelTeq unless the Order Confirmation expressly provides otherwise in writing signed by an authorised representative of ChannelTeq. Where the parties agree in writing that Foreground IP shall transfer to the Customer, such transfer shall only take effect on receipt by ChannelTeq of full payment of all sums due under the Contract.

15.5 On full payment of all sums due under the Contract, ChannelTeq grants the Customer a non-exclusive, non-transferable, royalty-free licence to use the Deliverables solely for the purpose of operating and maintaining the Works at the Site. This licence does not extend to reproduction, modification or use for any other purpose without ChannelTeq's prior written consent, and shall automatically terminate if the Customer is in material breach of the Contract.

15.6 All Customer Materials remain the property of the Customer. The Customer grants ChannelTeq a licence to use the Customer Materials solely for the purpose of performing the Contract.

15.7 The Customer shall not, and shall ensure that no third party shall, copy, modify, decompile, reverse-engineer, disassemble or otherwise attempt to extract or replicate any of ChannelTeq's proprietary software, firmware, configuration files, technical methodologies or other Background IP, whether embedded in Deliverables, Goods or otherwise.

15.8 All Supplier Materials are and shall remain the exclusive property of ChannelTeq. The Customer shall have no right, title or interest in the Supplier Materials.

15.9 On termination or expiry of the Contract for any reason, any licence granted under clause 15.5 shall continue solely to enable the Customer to operate the Works at the Site. The Customer shall have no right to share, transfer or sub-license ChannelTeq's IP to any replacement contractor or third party without ChannelTeq's express prior written consent.

16. Confidentiality and Data Protection

16.1 Each party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, pricing, business plans, and any other information disclosed by the other party ("Disclosing Party") that is identified as confidential or that a reasonable person would consider to be confidential ("Confidential Information"). The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, and shall restrict disclosure to those employees, agents and subcontractors who need to know it for the purposes of the Contract.

16.2 The obligations in clause 16.1 shall not apply to information that: (a) is or becomes publicly available other than through breach of this clause; (b) was known to the Receiving Party before disclosure; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by law or by a court or regulatory authority.

16.3 This clause 16 shall survive termination or expiry of the Contract for a period of five (5) years.

16.4 Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to any personal data processed in connection with the Contract. Where either party processes personal data on behalf of the other, the parties shall enter into a Data Processing Agreement on reasonable terms if required.

17. Termination

17.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

-
- commits a material breach of its obligations under the Contract and (if capable of remedy) fails to remedy that breach within thirty (30) days of receiving written notice to do so;
 - suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
 - commences negotiations with its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - has a petition filed, a notice given, a resolution passed, or an order made for or in connection with its winding up (other than for the sole purpose of a solvent amalgamation or reconstruction);
 - has an administrator appointed over it or a notice of intention to appoint an administrator is given;
 - has a receiver, administrative receiver or similar officer appointed over all or any part of its assets;
 - suspends, ceases or threatens to cease to carry on all or a substantial part of its business.

17.2 ChannelTeq may terminate the Contract on thirty (30) days' written notice to the Customer where:

- the Customer persistently fails to make payments when due;
- the Site becomes unsafe or inaccessible for reasons beyond ChannelTeq's control for a period exceeding sixty (60) days;
- continued performance would require ChannelTeq to breach applicable law.

17.3 The Customer may terminate the Contract for convenience on thirty (30) days' written notice to ChannelTeq, subject to payment of a termination charge equal to: (a) all sums due for Works completed to the date of termination; (b) the reasonable cost of materials ordered and not cancellable; and (c) a sum equal to ten per cent (10%) of the value of the remaining uncompleted Works as a contribution to loss of overhead and profit.

18. Consequences of Termination

18.1 On termination of the Contract for any reason:

- the Customer shall immediately pay all outstanding invoices and, in respect of Services supplied but not yet invoiced, ChannelTeq shall submit a final invoice payable within fourteen (14) days;
- each party shall return or destroy the other party's Confidential Information and (where applicable) Deliverables for which full payment has not been received, and certify such destruction if requested;
- the Customer shall return all Supplier Materials within five (5) Business Days; if it fails to do so, ChannelTeq may enter the Site to recover them;
- all accrued rights and remedies of both parties as at the date of termination shall not be affected;
- clauses which expressly or by implication survive termination shall continue in full force, including clauses 13 (Limitation of Liability), 15 (Intellectual Property Rights), 16 (Confidentiality) and 20.10 (Governing Law).

19. Force Majeure

19.1 For the purposes of this Contract, "Force Majeure Event" means any event beyond ChannelTeq's reasonable control, including (without limitation): acts of God; fire, flood, storm or natural disaster; pandemic or epidemic; war, terrorism, riot or civil commotion; strike, lock-out or other industrial action (not involving ChannelTeq's own workforce); failure of a utility or transport network; acts of government

or regulatory authority; MNO network changes; and inability to obtain materials or labour due to causes outside ChannelTeq's control.

19.2 ChannelTeq shall not be in breach of the Contract or otherwise liable for any failure or delay in performance to the extent that such failure or delay is caused by a Force Majeure Event. ChannelTeq shall notify the Customer as soon as reasonably practicable on becoming aware of a Force Majeure Event.

19.3 If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the Contract on thirty (30) days' written notice, without liability to the other (save for payment for Works completed to the date of termination).

20. General

20.1 Assignment and Subcontracting

ChannelTeq may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer shall not, without ChannelTeq's prior written consent, assign, transfer, charge or subcontract any of its rights or obligations under the Contract.

20.2 Notices

Any notice required to be given under the Contract shall be in writing and shall be delivered personally, sent by pre-paid first-class post or recorded delivery to the other party's registered office or principal place of business, or sent by email to the address notified by the other party in writing. Notices shall be deemed to have been received: if delivered personally, when left at the address; if sent by post, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission (provided no bounce-back is received) but only if a hard copy is also sent by post within one Business Day.

20.3 Waiver

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.

20.4 Severance

If any provision of the Contract (or part of any provision) is found by any court or authority to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions shall not be affected. If any invalid provision would be valid if some part of it were deleted, it shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.5 No Partnership

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties. No party shall have authority to act as agent for, or to bind, the other party.

20.6 Third Parties

A person who is not a party to the Contract shall have no rights under or in connection with it pursuant to the Contracts (Rights of Third Parties) Act 1999.

20.7 Cumulative Remedies

Rights arising under the Contract are cumulative and do not exclude any rights provided by law. ChannelTeq's right to charge interest under clause 11.8 is in addition to (and not in substitution for) any other right or remedy it may have.

20.8 Variation

Except as set out in these Conditions, any variation to the Contract (including the introduction of additional terms and conditions) shall only be binding when agreed in writing and signed by authorised representatives of both parties.

20.9 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, representations and arrangements between the parties, whether oral or written.

20.10 Governing Law and Jurisdiction

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim.

Acceptance

These Terms and Conditions are incorporated into every Contract between ChannelTeq Ltd and its Customers. By placing an order or signing an Order Confirmation, the Customer confirms that it has read, understood and agrees to be bound by these Conditions.

For and on behalf of ChannelTeq Ltd	For and on behalf of the Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: