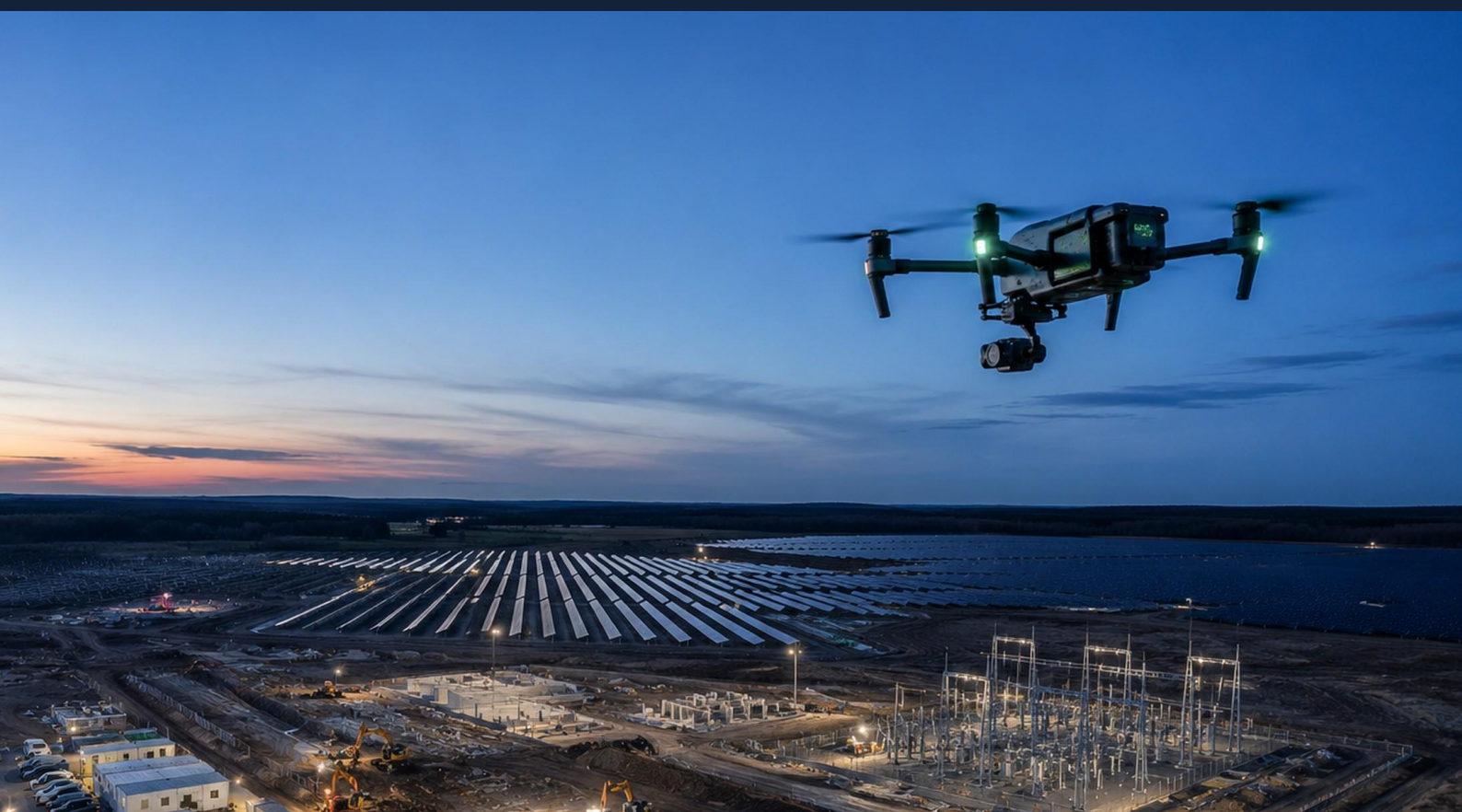


TERMS AND CONDITIONS

General terms and conditions

Technica Group A/S and all Technica Group companies



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These General Terms apply when a Technica Group company delivers services, works or rental equipment to a business customer. Schedules A to E at the end of the document add the terms for each service area, and the Project Agreement sets out what is delivered, when and at what price.

How these terms work

- A. These General Terms are issued by Technica Group A/S (CVR 46545249, Teglvænget 9H, 7400 Herning, Denmark) and apply to all Technica Group companies, including Technica ApS, Technica Engineering & Construction IE Ltd and Technica Engineering & Construction Ltd.
- B. Each Project Agreement is a separate contract between the Client and the Technica Group company named in it. Only that company is party to the Contract and liable under it.
- C. Service-specific terms are set out in the Schedules, which form part of these General Terms: Schedule A (Resource supply), Schedule B (Engineering and design), Schedule C (Project, construction and owner's engineer services), Schedule D (EPC works) and Schedule E (Site Solutions rental). Each Project Agreement states which Schedule applies.

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1 Definitions

- 1.1 “**Client**” means the business customer named in the Project Agreement.
- 1.2 “**Contract**” means the Project Agreement, the Schedule or Schedules stated in it and these General Terms.
- 1.3 “**Contract Value**” means the total price paid and payable under the Project Agreement, excluding VAT, or, for time and materials and Schedule E Project Agreements without a stated fixed total, the amounts paid and payable under the Project Agreement in the twelve (12) months before the event giving rise to the claim, or since the Project Agreement was formed if shorter.
- 1.4 “**Deliverables**” means the drawings, reports, calculations, documents, data, software and other results that Technica delivers under the Contract.
- 1.5 “**Equipment**” means equipment, units, vehicles and other items that Technica rents to the Client under Schedule E.
- 1.6 “**Project Agreement**” means the agreement for a specific delivery under these General Terms, signed by both parties, that sets out the scope, price and specific terms of the delivery, normally in Technica’s Project Agreement template for the relevant Schedule.
- 1.7 “**Rate Card**” means Technica’s rates, surcharges and prices attached to or referred to in the Project Agreement, or provided to the Client before the Project Agreement.
- 1.8 “**Schedule**” means Schedules A to E to these General Terms, as selected in the Project Agreement.
- 1.9 “**Services**” means the services, Works, Equipment and Deliverables that Technica delivers under the Contract.
- 1.10 “**Site**” means the place stated in the Project Agreement where the Services are performed or the Equipment is placed.
- 1.11 “**Technica**” means the Technica Group company named as supplier in the Project Agreement.
- 1.12 “**Technica Group**” means Technica Group A/S and every company it controls from time to time.
- 1.13 “**Technica Personnel**” means the employees, freelancers and subcontracted consultants that Technica uses to perform the Services, and individuals presented to the Client by CV, proposal or tender.
- 1.14 “**Works**” means physical works, installation and supply of plant and materials under Schedule D.
- 1.15 “**Working Day**” means any day other than a Saturday, Sunday or public holiday in the country where Technica is registered.
- 1.16 “**Writing**” or “**in Writing**” means a signed document, including a signed PDF, or an e-mail from an official company e-mail address.

2 Application and order of precedence

- 2.1 These General Terms apply to all quotes, Project Agreements and deliveries by Technica to business customers. They do not apply to consumers.
- 2.2 A quote is valid for thirty (30) days unless it states otherwise and is not binding until a Project Agreement is signed. A Project Agreement is formed when both parties have signed it. If Technica starts performance at the Client’s request in Writing before signing, the Contract applies to that performance on the terms of Technica’s quote until the Project Agreement is signed.

- 2.3** In case of conflict, the following apply in this order: (a) special terms in the Project Agreement that expressly deviate from an agreement on modified terms; (b) an agreement on modified terms signed by both parties; (c) the Project Agreement; (d) the Schedule, and where a Project Agreement includes two Schedules, each Schedule for the Services that fall under it; (e) these General Terms; (f) other documents referred to in the Project Agreement.
- 2.4** The Client's general terms of purchase, and terms in the Client's purchase orders, portals, supplier registrations or acceptances, do not apply, even if Technica signs or accepts them, unless the Project Agreement expressly states that named provisions apply.
- 2.5** Technica may update these General Terms, including the Schedules. The version in force on the date of the Project Agreement applies to that Project Agreement.

3 Technica's obligations

- 3.1** Technica shall perform the Services with the skill, care and diligence of a competent supplier of similar services, in accordance with the Contract and applicable law. The Schedule may set a different standard for a service area.
- 3.2** Technica may use subcontractors and freelancers. Technica remains responsible for them as for its own performance, subject to the Schedule.
- 3.3** Technica may rely on information, data and instructions provided by or on behalf of the Client. Technica is not responsible for errors in them unless the error should have been obvious to a competent supplier.
- 3.4** Technica shall keep the Client informed of matters that are likely to affect the time, cost or quality of the Services.

4 The Client's obligations

- 4.1** The Client shall provide, in good time and free of charge, the information, decisions, approvals, access, documents and cooperation that Technica reasonably needs to perform the Services.
- 4.2** Unless the Project Agreement or Schedule D states otherwise, the Client is responsible as owner or principal for the Site, including health and safety coordination, site rules and inductions, safe access, welfare facilities, permits and the Client's other contractors. Technica Personnel shall follow the Client's site rules provided in Writing. This clause does not limit either party's statutory duties as employer or designer.
- 4.3** If the Client fails to meet its obligations, or another contractor or supplier of the Client causes delay or disruption, Technica is entitled to an extension of time and to payment of its resulting costs at the rates in the Project Agreement.

5 Prices, rates and expenses

- 5.1** Prices and rates are as stated in the Project Agreement, exclude VAT and other taxes and duties, and are payable in the currency stated in the Project Agreement.
- 5.2** For time and materials Services, hours are charged as registered in Technica's time registration system. Overtime, night, weekend and public holiday work, standby and travel time are charged at the surcharges in the Rate Card.

- 5.3** Travel, accommodation, per diem and other expenses approved by the Client or necessary for the Services are charged at cost plus a handling fee of ten per cent (10 %), unless the Project Agreement states fixed allowances or that they are included.
- 5.4** Technica may adjust the Rate Card and its other rates and prices by notice in Writing to the Client at least three (3) months before the adjustment takes effect. Adjustments do not apply to fixed prices, lump sums or other prices that the Project Agreement states are fixed for a stated period.
- 5.5** If a payment to Technica is subject to withholding or deduction of tax, the Client shall increase the payment so that Technica receives the amount it would have received without the withholding or deduction, unless the Project Agreement states otherwise.

6 Invoicing and payment

- 6.1** Technica invoices as stated in the Schedule and the Project Agreement. Unless otherwise stated, time and materials Services are invoiced monthly in arrears for the period from the 20th of a month to the 19th of the following month.
- 6.2** Invoices are payable within fourteen (14) days of the invoice date.
- 6.3** If the Client disputes an invoice, it shall notify Technica in Writing within seven (7) days of the invoice date, stating the reasons. The Client shall pay the undisputed part when due. An invoice not disputed within this period is accepted.
- 6.4** The Client may not set off or withhold payment against amounts claimed from Technica unless the claim is accepted by Technica in Writing or established by a final judgment or award.
- 6.5** If the Client does not pay on time, Technica is entitled to interest and compensation for recovery costs in accordance with the late payment law that applies to the Contract. If an amount is still unpaid seven (7) days after a notice in Writing stating that Technica intends to suspend and the grounds for it, Technica may suspend the Services under this and any other Project Agreement with the Client, stop deliveries and recover Equipment. Hire charges for the minimum hire period remain payable. Technica is entitled to an extension of time and to payment of its costs resulting from the suspension. If an amount is more than thirty (30) days overdue, Technica may terminate the Contract by notice in Writing.
- 6.6** Technica may require an advance payment or security before starting or continuing the Services if it has reasonable grounds to doubt the Client's ability to pay.
- 6.7** Where the UK Housing Grants, Construction and Regeneration Act 1996, the Irish Construction Contracts Act 2013 or similar law applies, this clause applies with the changes needed to comply with that law. Each invoice is then the payment notice under the 1996 Act and the payment claim under the 2013 Act, and its date is the due date and the payment claim date. The final date for payment is fourteen (14) days after the invoice date. A notice under clause 6.3 is valid as a notice of intention to pay less, or as a response to a payment claim, only if it states the sum the Client considers due and the basis on which it is calculated.

7 Variations

- 7.1** A variation is any change to the scope, quantities, sequence, time, location or conditions of the Services, or to the assumptions in the Project Agreement. Either party may propose a variation.
- 7.2** Technica is not obliged to perform a variation until it is agreed in Writing, except where immediate action is needed for safety. A Client instruction in Writing to proceed counts as agreement on the

scope, with price and time to be agreed, and failing agreement clause 7.3 applies. Action taken for safety is a variation, unless it was needed because of Technica's breach.

7.3 Variations are priced at the rates in the Project Agreement or the Rate Card on a time and materials basis, unless the parties agree a fixed price. Technica is entitled to the extension of time that the variation reasonably requires.

7.4 Changes in law, standards or Client requirements after the date of the Project Agreement, and incorrect or incomplete information provided by or on behalf of the Client, entitle Technica to a variation.

8 Time and delay

8.1 Dates and periods in the Project Agreement are estimates unless the Project Agreement states that they are binding.

8.2 Technica is entitled to an extension of time for delay caused by variations, the Client or its other contractors, suspension under the Contract, a Force Majeure Event or other causes outside Technica's control.

8.3 Technica is liable for delay only if the Project Agreement states a binding date and a rate of delay damages. Delay damages are then the Client's only remedy for the delay, are limited to ten per cent (10 %) of the Contract Value unless the Project Agreement states another maximum, and count towards the limitation in clause 12.1.

9 Technica Personnel

9.1 Technica Personnel performing the Services remain employed or engaged by Technica, which is responsible for their wages, taxes, social security, insurance, permits and other employer obligations. No employment relationship arises between the Client and Technica Personnel.

9.2 Technica may replace Technica Personnel with individuals of equivalent qualifications. The Client may require replacement of an individual on reasonable grounds stated in Writing.

9.3 During a Project Agreement and for twelve (12) months after it ends, the Client shall not, directly or indirectly (including through another company, an agency or other intermediary), engage Technica Personnel who performed Services under that Project Agreement, other than through Technica. Where Technica has presented named Technica Personnel to the Client for an identified need by CV, proposal or tender, the same applies for six (6) months after the presentation.

9.4 For a breach of clause 9.3, the Client shall pay Technica a fee equal to six (6) months' fees for the individual concerned, calculated on the average monthly fees invoiced for that individual or, if none, on the rate offered and one hundred and sixty (160) hours per month. A continuing engagement is one breach.

9.5 Clauses 9.3 and 9.4 apply to Technica's own employees, and to individuals supplied as temporary agency workers, only to the extent permitted by applicable law, including law on employment businesses and temporary agency work. Where such law limits the fee or the period, or requires that the Client may choose an extended hire instead, the fee and period are limited accordingly and the Client may choose an extended hire on the terms of the Project Agreement. These clauses do not restrict any individual's right to accept employment.

10 Intellectual property

- 10.1** Technica retains all intellectual property rights in the Deliverables and in its know-how, methods, templates, tools and software. When the Client has paid for a Deliverable, the Client has a perpetual, non-exclusive and irrevocable licence to use, copy and modify it for the construction, operation, maintenance and extension of the project for which it was delivered.
- 10.2** Use of Deliverables for other projects, or transfer of the licence other than to a buyer, financier or operator of the project, requires Technica's consent in Writing. Use of Deliverables for a purpose other than that for which they were made is at the Client's risk.
- 10.3** Technica may use general knowledge and experience gained from the Services, without disclosing the Client's Confidential Information.

11 Confidentiality and data protection

- 11.1** Each party shall keep confidential all non-public information received from the other party in connection with the Contract ("**Confidential Information**") and use it only for the Contract. This applies during the Contract and for five (5) years after it ends, and for trade secrets for as long as they remain trade secrets.
- 11.2** The obligation does not apply to information that is or becomes public without breach, was already lawfully known to the recipient, or must be disclosed by law, court order or stock exchange rules. Each party may share Confidential Information with its group companies, advisers, insurers, financiers, subcontractors and personnel on a need-to-know basis under equivalent confidentiality.
- 11.3** Where Technica processes personal data on behalf of the Client, the parties shall enter into Technica's data processing agreement, which then forms part of the Contract. Each party is otherwise responsible for its own compliance with data protection law.

12 Liability

- 12.1** Technica's total liability under or in connection with a Project Agreement, whether in contract, tort or otherwise and including indemnities, delay damages and costs, is limited to one hundred per cent (100 %) of the Contract Value and never more than DKK 5.000.000,00, or the equivalent in the currency of the Project Agreement at the exchange rate of Danmarks Nationalbank on the date of the Project Agreement. For Project Agreements under Schedule D, the limitation is instead one hundred per cent (100 %) of the Contract Price, and the DKK 5.000.000,00 maximum does not apply.
- 12.2** Neither party is liable for loss of profit, revenue, production, use, contracts, business opportunity, data or goodwill, or for other indirect or consequential loss, whether arising directly or indirectly.
- 12.3** The limitations and exclusions of liability in the Contract, including this clause 12, clause 8.3 and the Schedules, do not apply to (a) fraud, wilful misconduct or gross negligence, which for a Contract governed by English or Irish law means a serious disregard of an obvious risk; (b) death or personal injury caused by negligence; (c) the Client's obligation to pay the price, fees, hire charges, compensation under clauses 9.4 and 15.1 and the Schedules, and other amounts due under the Contract; (d) the Client's liability for loss of or damage to Equipment, its indemnities and its breach of clause 10 or 11; or (e) liability that cannot be limited or excluded under applicable law.

- 12.4** The Client shall notify Technica in Writing of any defect or claim without undue delay after it was discovered or ought to have been discovered, and within the periods in the Schedule. Technica is entitled to remedy a defect or re-perform deficient Services before the Client may claim a price reduction or damages. A claim is made when it is notified in Writing with reasonable details. Technica has no liability for a claim not made within the periods in the Schedule, or for which proceedings are not started within twelve (12) months after it was made.
- 12.5** Technica Personnel and Technica's subcontractors are not personally liable to the Client. The Client shall direct any claim against Technica only.
- 12.6** The Contract gives no rights to third parties, except that Technica Personnel and Technica's subcontractors may rely on clauses 12.2 to 12.5. Use of Deliverables by others under clause 10.1 gives them no claim against Technica. Technica is not obliged to give collateral warranties, reliance letters or third-party rights unless the Project Agreement states it, and then with liability no greater than under the Contract.

13 Insurance

- 13.1** Technica maintains professional indemnity insurance and general liability insurance, and under Schedule D construction all-risks insurance where the Project Agreement states it, with reputable insurers on customary terms. Certificates are provided on request. Insurance does not extend Technica's liability.

14 Force majeure

- 14.1** Neither party is liable for failure to perform to the extent caused by an event beyond its reasonable control that it could not reasonably have foreseen or avoided, such as natural disasters, extreme weather, epidemics, war, terrorism, sabotage, cyber attacks, sanctions, strikes and lockouts not limited to the affected party, actions of authorities, or failure of grid or utilities (a "**Force Majeure Event**"). The affected party shall notify the other party without undue delay and limit the effects. A Force Majeure Event does not relieve the Client of its obligation to pay amounts due, including hire charges while Equipment remains at the Site.
- 14.2** If a Force Majeure Event prevents performance for more than sixty (60) days, either party may terminate the affected Project Agreement by notice in Writing. The Client shall pay for Services performed and costs committed up to termination, and Technica is entitled to demobilisation costs.

15 Suspension and termination

- 15.1** The Client may terminate a Project Agreement for convenience on the notice stated in the Schedule. The Client shall then pay for Services performed up to the termination date, costs committed that cannot be cancelled, demobilisation, and any further compensation stated in the Schedule.
- 15.2** Either party may terminate a Project Agreement with immediate effect by notice in Writing if the other party commits a material breach that is not remedied within fourteen (14) days of a notice in Writing describing it, or, to the extent applicable insolvency law permits, if the other party becomes insolvent, enters bankruptcy, restructuring or a similar process, or ceases to trade.

- 15.3** Technica may also suspend or terminate a Project Agreement with immediate effect if the Client becomes subject to sanctions, or if continued performance would breach applicable law or expose Technica Personnel to a serious risk to health or safety.
- 15.4** On termination, the Client shall pay all amounts due up to the termination date and return Equipment under Schedule E. The Client's licence under clause 10.1 applies to Deliverables that have been paid for.

16 Compliance

- 16.1** Each party shall comply with applicable anti-bribery, anti-corruption, sanctions, export control, competition, modern slavery and tax evasion law in connection with the Contract, and shall not offer or accept any improper payment or advantage.
- 16.2** Each party shall notify the other party without undue delay if it becomes aware of a breach of this clause 16 in connection with the Contract.

17 References and publicity

- 17.1** Technica may name the Client, describe the project in general terms and show photographs that do not contain Confidential Information in references, tenders, presentations and on its website, unless the Client objects in Writing.

18 Assignment

- 18.1** The Client may not assign or transfer the Contract or any rights under it without Technica's consent in Writing. Technica may assign or transfer the Contract to another Technica Group company, and may assign its receivables under the Contract to a financing institution.

19 General

- 19.1** The Contract is the entire agreement between the parties on its subject matter. Each party confirms that it has not relied on any statement not set out in the Contract, which does not limit liability for fraud. Amendments must be agreed in Writing.
- 19.2** Notices are given in Writing to the contact persons stated in the Project Agreement. An e-mail sent before 16:00 on a Working Day is received on that day, and otherwise on the next Working Day.
- 19.3** If any provision is invalid or unenforceable, the remaining provisions continue to apply, and the provision is replaced by a valid provision that comes as close as possible to its purpose.
- 19.4** A failure or delay in exercising a right is not a waiver of it.
- 19.5** Provisions that by their nature are intended to survive the end of the Contract continue to apply, including clauses 6 (Invoicing and payment), 9 (Technica Personnel), 10 (Intellectual property), 11 (Confidentiality and data protection), 12 (Liability) and 20 (Governing law and disputes).
- 19.6** The Contract is made in English. Translations are for information only.

20 Governing law and disputes

- 20.1** The Contract is governed by the law of the country where Technica is registered, without regard to its conflict-of-law rules: Danish law for Technica ApS and Technica Group A/S, Irish law for Technica Engineering & Construction IE Ltd, and English law for Technica Engineering & Construction Ltd. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 20.2** The parties shall first try to resolve any dispute through negotiation between senior representatives, started by notice in Writing. Technica shall continue to perform the Services during the negotiation, provided that undisputed amounts are paid.
- 20.3** A dispute not resolved within twenty (20) Working Days of the notice shall be settled exclusively by the courts of the country whose law applies: in Denmark with the District Court of Herning (Retten i Herning) as first instance, in Ireland by the Irish courts, and in the United Kingdom by the courts of England and Wales.
- 20.4** Where a Project Agreement includes Schedule D, all disputes under that Project Agreement not resolved by negotiation shall instead be finally settled by arbitration: for Technica ApS and Technica Group A/S by the Danish Institute of Arbitration (Voldgiftsinstituttet) with its seat in Copenhagen; for Technica Engineering & Construction IE Ltd under the ICC Rules of Arbitration with its seat in Dublin; and for Technica Engineering & Construction Ltd under the LCIA Rules with its seat in London. The tribunal has one arbitrator, or three if the amount in dispute exceeds EUR 5.000.000,00. The language is English.
- 20.5** Nothing in this clause 20 prevents a party from seeking interim relief from a competent court, from recovering undisputed amounts through the courts, or from referring a dispute to statutory adjudication where applicable law gives that right.

Schedule A: Resource supply

This Schedule applies to Project Agreements under which Technica supplies Technica Personnel to work under the Client's direction on a time and materials basis. Capitalised terms have the meaning given in clause 1.

A.1 Scope

- A.1.1** This Schedule applies where the Project Agreement states that Technica supplies one or more named Technica Personnel, or personnel with stated qualifications, for a role, period and location ("**Resource Supply**").
- A.1.2** Where Technica is to deliver a defined result, Schedule B or Schedule C applies instead of this Schedule.

A.2 Direction and responsibility

- A.2.1** The Client directs and supervises the work of Technica Personnel and decides on their tasks, priorities and methods. The Client is responsible for the results of the work and for decisions taken by Technica Personnel under its direction.
- A.2.2** Technica's obligation is to provide Technica Personnel with the qualifications and experience stated in the Project Agreement, and to replace them in accordance with clause A.4. Technica is not responsible for the result of the work, or for acts and omissions of Technica Personnel while they act under the Client's direction, except where Technica has failed to meet these obligations. This clause replaces clause 3.1 for Resource Supply.
- A.2.3** Where the Client gives Technica Personnel authority to act on its behalf, including approvals, signing rights or a power of attorney, they act for the Client within that authority, and the Client is bound by and responsible for their acts.
- A.2.4** The Client is the user undertaking for the purpose of working environment law and shall provide Technica Personnel with instructions, site induction, safety equipment specific to the site, IT access, a workplace and the tools and equipment needed, unless the Project Agreement states that Technica provides them.

A.3 Working hours and time registration

- A.3.1** Technica Personnel work the hours stated in the Project Agreement within the working time rules that apply to them. The Client shall not require work in breach of those rules.
- A.3.2** Overtime, night, weekend and public holiday work is performed only when requested or approved by the Client, and is charged at the surcharges in the Project Agreement or the Rate Card.
- A.3.3** Technica Personnel register their time daily in Technica's time registration system and, where the Project Agreement requires it, also in the Client's system. Technica sends the registered hours to the Client for each period from the 20th of a month to the 19th of the following month.
- A.3.4** The Client shall approve or dispute the registered hours in Writing within five (5) Working Days of receipt, stating the reasons for any dispute. Hours not disputed within that period are approved and cannot later be disputed under clause 6.3. A dispute about some hours does not delay payment of the others.

- A.3.5** Holidays and sickness absence are not charged. Technica shall inform the Client of planned holidays in good time and, for an absence of more than five (5) consecutive Working Days, offer a replacement if the Client asks for one.

A.4 Replacement

- A.4.1** Technica may replace Technica Personnel with individuals of equivalent qualifications after consulting the Client. The Client may require replacement on reasonable grounds stated in Writing, including conduct, performance or safety.
- A.4.2** Technica shall use reasonable efforts to provide a replacement within ten (10) Working Days. Handover time between the outgoing and incoming individual is charged only if the Client requests it, and not where Technica replaces an individual at its own initiative.

A.5 Compliance and labour hire

- A.5.1** Technica is responsible for the employer obligations for Technica Personnel, including registrations, A1 certificates and work permits.
- A.5.2** The Client shall provide the information Technica reasonably needs to comply with law on temporary agency work, labour hire and off-payroll working, including the pay and working conditions of comparable employees, access to facilities and, where required, a status determination for each role.
- A.5.3** Where labour hire tax rules or similar rules require the Client to withhold or report tax for Technica Personnel, Technica shall provide the information needed, and the Client shall notify Technica in Writing before withholding any amount.

A.6 Invoicing

- A.6.1** Resource Supply is invoiced monthly in arrears for the period from the 20th of a month to the 19th of the following month, with the registered hours attached, in accordance with clause 6.1.

A.7 Termination

- A.7.1** The Client may terminate a Project Agreement under this Schedule for convenience on thirty (30) days' notice in Writing. Technica may terminate it on sixty (60) days' notice in Writing.
- A.7.2** Termination of a Project Agreement for one individual does not affect Project Agreements for other individuals.

A.8 Claims

- A.8.1** The Client shall notify any claim in Writing within thirty (30) days after the matter was discovered or ought to have been discovered. Claims cannot be made later than twelve (12) months after the Project Agreement ends.

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- A.8.2** Technica's liability is subject to clause 12 (Liability). The Client shall indemnify Technica against third-party claims arising from work performed under the Client's direction, except to the extent caused by Technica's breach of clause A.2.2.

Schedule B: Engineering and design

This Schedule applies to Project Agreements for engineering and design services, where Technica is responsible for delivering defined Deliverables. Capitalised terms have the meaning given in clause 1.

B.1 Scope

- B.1.1** This Schedule applies to engineering, design, studies, calculations, specifications, technical documentation and the design of technical systems, such as plant networks, SCADA, CCTV and access control, as described in the Project Agreement.
- B.1.2** The Project Agreement states the scope, the Deliverables, the design basis, the applicable codes and standards, the programme and the fee basis. Services not described in the Project Agreement are variations.

B.2 Standard of care

- B.2.1** Technica shall perform the design with the skill and care of a competent engineer experienced in similar work, in accordance with the codes and standards stated in the Project Agreement, or otherwise those in force on the date of the Project Agreement.
- B.2.2** Technica gives no warranty that the design or the plant will be fit for a particular purpose or achieve a particular performance, output, yield, availability or result, unless the Project Agreement expressly states such a guarantee and its price.
- B.2.3** Technica is not responsible for decisions of authorities, grid operators or other third parties, or for the Client's choices of design basis, equipment or suppliers.

B.3 Client inputs

- B.3.1** The Client shall provide the design basis, site data, surveys, ground investigations, existing drawings, grid connection requirements and other inputs listed in the Project Agreement, in good time. Technica may rely on them, subject to clause 3.3.
- B.3.2** Additional surveys, investigations or inputs that Technica needs because the Client's inputs are incomplete or incorrect are variations.

B.4 Review and approval

- B.4.1** The Client shall review each Deliverable submitted for review and give one consolidated set of comments in Writing within ten (10) Working Days. If no comments are received within that period, the Deliverable is accepted.
- B.4.2** Technica shall correct its own errors at its own cost. Comments that change the design basis, the scope or an accepted Deliverable are variations.
- B.4.3** Review or acceptance by the Client does not relieve Technica of responsibility for errors in its Deliverables.

B.5 Deliverables and files

- B.5.1** Deliverables are provided in PDF and in the formats stated in the Project Agreement. Native files, such as CAD drawings, models and calculation files, are provided only where the Project Agreement states it, and are subject to clause 10 (Intellectual property).
- B.5.2** Site visits under this Schedule are limited to visual inspection of accessible areas. Technica is not responsible for hidden or inaccessible conditions.

B.6 Fees and invoicing

- B.6.1** Fixed fees are invoiced on the milestones stated in the Project Agreement, or otherwise monthly according to progress. Time and materials Services are invoiced monthly in accordance with clause 6.1.

B.7 Termination

- B.7.1** The Client may terminate a Project Agreement under this Schedule for convenience on thirty (30) days' notice in Writing, and shall pay for Services performed and costs committed up to the termination date in accordance with clause 15.1.

B.8 Claims

- B.8.1** Technica's first obligation for a defect in a Deliverable is to correct the Deliverable at its own cost. Any further liability, including for costs of correcting work built on the basis of a defective Deliverable, is subject to clause 12 (Liability).
- B.8.2** Where others also contributed to a loss, Technica's liability is limited to the share that is just and equitable having regard to its responsibility, on the basis that the Client's other consultants and contractors are liable to the Client on terms no less onerous than Technica's and have paid their share.
- B.8.3** The Client shall notify any defect or claim in Writing without undue delay after it was discovered or ought to have been discovered. Claims cannot be made later than two (2) years after delivery of the last Deliverable under the Project Agreement.

Schedule C: Project, construction and owner's engineer services

This Schedule applies to Project Agreements for project management, construction management, owner's engineering and related advisory services. Capitalised terms have the meaning given in clause 1.

C.1 Scope

- C.1.1** This Schedule applies to project development support, owner's engineering, project management consultancy and EPCM, construction and site management, commercial and contract management, procurement support, commissioning and handover support, and asset performance advisory services, as described in the Project Agreement.
- C.1.2** The Project Agreement states the scope, the roles, the authority given to Technica, the period and the fee basis. Services not described in the Project Agreement are variations.

C.2 Role and authority

- C.2.1** Technica acts as the Client's adviser and, where the Project Agreement states it, as the Client's representative. Technica acts within the authority stated in the Project Agreement or given in Writing. Decisions remain the Client's, and Technica does not enter into commitments on the Client's behalf unless authorised in Writing.
- C.2.2** Where Technica makes certifications, valuations or determinations under contracts between the Client and its contractors, Technica acts fairly and in good faith on the information available to it.

C.3 Contractors and suppliers

- C.3.1** Technica is not responsible for the design, performance, quality, means and methods, programme, health and safety or defects of the Client's contractors and suppliers. Supervision, inspection, review, approval, certification or acceptance by Technica does not relieve them of their obligations and does not make Technica liable for their acts or omissions.
- C.3.2** Technica shall inform the Client of deficiencies and risks it observes. Technica is not required to supervise continuously or to inspect all work, unless the Project Agreement states it.

C.4 Statutory roles

- C.4.1** Technica takes on a statutory role, such as health and safety coordinator for design or construction (in Denmark, arbejdsmiljøkoordinator), principal designer or principal contractor (in the United Kingdom), project supervisor for the design or construction process (in Ireland), or an equivalent role, only where the Project Agreement expressly appoints Technica to that role and states the resources for it.

C.5 Commissioning and handover

- C.5.1** Technica plans, coordinates and documents commissioning and handover activities. Tests are performed by the contractors and equipment suppliers, who remain responsible for the performance of their plant.

C.6 Personnel and time registration

- C.6.1** Where the Services are charged on a time and materials basis, Technica Personnel register their time in Technica's time registration system, and the Client shall approve or dispute the registered hours in Writing within five (5) Working Days of receipt. Hours not disputed within that period are approved.
- C.6.2** Technica may replace Technica Personnel with individuals of equivalent qualifications after consulting the Client. The Client may require replacement on reasonable grounds stated in Writing.

C.7 Fees and invoicing

- C.7.1** Time and materials Services are invoiced monthly in accordance with clause 6.1. Fixed fees are invoiced as stated in the Project Agreement, or otherwise monthly according to progress.

C.8 Termination

- C.8.1** The Client may terminate a Project Agreement under this Schedule for convenience on sixty (60) days' notice in Writing, and shall pay for Services performed and costs committed up to the termination date in accordance with clause 15.1.

C.9 Claims

- C.9.1** The Client shall notify any claim in Writing without undue delay after it was discovered or ought to have been discovered. Claims cannot be made later than two (2) years after the Services under the Project Agreement ended.
- C.9.2** Where others also contributed to a loss, Technica's liability is limited to the share that is just and equitable having regard to its responsibility, on the basis that the Client's other consultants and contractors are liable to the Client on terms no less onerous than Technica's and have paid their share. Technica's liability is otherwise subject to clause 12 (Liability).

Schedule D: EPC works

This Schedule applies to Project Agreements under which Technica designs, supplies, installs and completes Works. It follows the design-build principles known from FIDIC, in a short form suited to Technica's projects. Capitalised terms have the meaning given in clause 1 or in clause D.1.

D.1 Definitions

- D.1.1** “**Client-Supplied Items**” means plant, equipment and materials that the Client or its other suppliers provide for incorporation into the Works, such as battery systems, inverters, transformers and modules, as listed in the Project Agreement.
- D.1.2** “**Contract Price**” means the price for the Works stated in the Project Agreement, as adjusted under the Contract.
- D.1.3** “**Defects Notification Period**” means the period of twelve (12) months from taking-over, unless the Project Agreement states otherwise.
- D.1.4** “**Client's Requirements**” means the description of the purpose, scope, design criteria, performance requirements and site data for the Works, as attached to or referred to in the Project Agreement.
- D.1.5** “**Site**” means the place where the Works are to be executed, as stated in the Project Agreement.
- D.1.6** “**Time for Completion**” means the period or date for completion of the Works, or a section of them, stated in the Project Agreement, as extended under the Contract.

D.2 The Works and design

- D.2.1** This Schedule applies to engineering, procurement and construction of plant and infrastructure, including balance of plant for solar, wind and battery energy storage, grid connections, access roads, plant networks, SCADA, CCTV, access control and retrofits, as described in the Project Agreement.
- D.2.2** Technica shall design, execute and complete the Works in accordance with the Client's Requirements and the Project Agreement, and remedy defects in accordance with clause D.10. Where the Project Agreement states that the Client provides the design, Technica executes the Works to that design and is not responsible for it.
- D.2.3** Technica's design obligation is to exercise the skill and care of a competent designer experienced in similar works. Technica gives no warranty of fitness for purpose and no performance guarantee unless the Project Agreement expressly states it, the parameters and the remedy for failure.
- D.2.4** The Client is responsible for the correctness and completeness of the Client's Requirements and of the data it provides, including site data, ground conditions, existing installations, grid connection requirements and environmental conditions. Technica shall notify the Client of errors it discovers. Corrections, and errors that a competent contractor exercising due care could not have discovered when pricing, are variations.

D.3 Site, permits and unforeseeable conditions

- D.3.1** The Client shall give Technica access to and possession of the Site on the dates stated in the Project Agreement, with the access routes, laydown areas and utilities stated in it.
- D.3.2** The Client shall obtain and maintain the permits, consents and agreements needed for the project, including building, planning and environmental permits, landowner consents and the grid connection agreement. Technica obtains the permits needed for its own working methods.
- D.3.3** If Technica encounters physical conditions at the Site that a competent contractor could not reasonably have foreseen when pricing, including ground conditions, contamination, archaeological finds, unexploded ordnance and existing utilities, Technica is entitled to a variation and an extension of time.

D.4 Health, safety and environment

- D.4.1** Technica is responsible for health, safety and environment within the area of the Site handed over for its Works and for its subcontractors, and shall follow the Client's site rules provided in Writing.
- D.4.2** Statutory coordination roles for the project, such as health and safety coordinator (in Denmark, arbejdsmiljøkoordinator), principal designer or principal contractor (in the United Kingdom) or project supervisor for the design or construction process (in Ireland), are held by the party appointed in the Project Agreement. If the Project Agreement does not appoint Technica, the Client is responsible for them.

D.5 Programme and reporting

- D.5.1** Technica shall submit a programme within fourteen (14) days of the Project Agreement and update it when progress deviates materially. Technica reports progress monthly, unless the Project Agreement states otherwise.

D.6 Extension of time and claims

- D.6.1** In addition to clause 8.2, Technica is entitled to an extension of time and payment of its resulting costs for unforeseeable conditions under clause D.3.3, late or defective Client-Supplied Items, delays by grid operators or authorities, and suspension by the Client.
- D.6.2** Technica shall notify the Client in Writing of a claim for extension of time or additional payment within twenty-eight (28) days after becoming aware of the event, with the information reasonably available, and shall keep records of the effects. A late notice reduces the entitlement only to the extent the Client is prejudiced by the delay in notification.

D.7 Client-Supplied Items

- D.7.1** The Client is responsible for timely delivery of Client-Supplied Items to the Site, for their design, quality and conformity, and for defects in them. Technica receives and visually inspects them on delivery, notifies visible damage and shortages, and stores and installs them in accordance with the manufacturer's instructions provided by the Client.

- D.7.2** Client-Supplied Items remain at the Client's risk, except for damage caused by Technica's negligence while in its care.

D.8 Tests and taking-over

- D.8.1** Technica carries out the tests on completion stated in the Project Agreement and notifies the Client in Writing when the Works, or a section of them, are complete.
- D.8.2** The Client shall inspect the Works within seven (7) days of the notice and issue a taking-over certificate when the Works are complete except for minor outstanding work and defects that do not substantially affect their use. The certificate lists any outstanding items, which Technica completes within a reasonable time.
- D.8.3** The Works are deemed taken over (a) fourteen (14) days after Technica's notice, if the Client has neither issued a taking-over certificate nor rejected taking-over in Writing with reasons; (b) when the Client uses the Works or a section of them, other than for testing; or (c) if tests on completion are prevented for more than fourteen (14) days by the Client, its other contractors, the grid operator or an authority.

D.9 Risk and title

- D.9.1** The risk of loss of or damage to the Works passes to the Client at taking-over. Before taking-over, loss of or damage to the Works caused by the Client, its other contractors, Client-Supplied Items, the Client's design or a Force Majeure Event is a variation. Technica's liability for loss of or damage to the Works is subject to clause 12.1. Title to plant and materials supplied by Technica passes to the Client when paid for, to the extent applicable law permits a reservation of title.

D.10 Defects

- D.10.1** Technica shall remedy defects in the Works notified in Writing during the Defects Notification Period, within a reasonable time and at its own cost. The Defects Notification Period for a remedied part is extended by the time the part could not be used, but never beyond twenty-four (24) months from taking-over.
- D.10.2** Technica is not responsible for defects caused by fair wear and tear, the Client's design or Client-Supplied Items, operation or maintenance not in accordance with the operation and maintenance manuals, or modifications or repairs by others.
- D.10.3** If Technica fails to remedy a defect within a reasonable period set by the Client in Writing, the Client may remedy it at Technica's reasonable cost, subject to clause 12 (Liability).
- D.10.4** The rights in this clause D.10 are the Client's only remedies for defects, including the right to claim its reasonable costs of remedying a defect, subject to clause 12 (Liability). Claims for defects cannot be made later than two (2) years after taking-over.

D.11 Payment

- D.11.1** Unless the Project Agreement states otherwise, Technica invoices an advance payment of fifteen per cent (15 %) of the Contract Price when the Project Agreement is formed. The advance payment is deducted from later invoices in proportion to the Contract Price.

- D.11.2** The Contract Price is otherwise invoiced on the milestones stated in the Project Agreement or, if none, monthly according to progress. The final invoice is issued at taking-over.
- D.11.3** Retention, performance security and advance payment guarantees apply only where the Project Agreement states them, and are released at taking-over unless the Project Agreement states otherwise.

D.12 Insurance

- D.12.1** The party stated in the Project Agreement insures the Works and Client-Supplied Items under a construction all-risks policy from the start of the Works until taking-over. If the Project Agreement does not state it, the Client provides this insurance, with Technica and its subcontractors as co-insured and a waiver of subrogation against them.

D.13 Suspension and termination

- D.13.1** The Client may suspend the Works by notice in Writing. Technica is entitled to an extension of time and payment of its costs of the suspension, including protection, storage and demobilisation. If a suspension lasts more than sixty (60) days, Technica may terminate the Project Agreement by notice in Writing.
- D.13.2** The Client may terminate a Project Agreement under this Schedule for convenience on thirty (30) days' notice in Writing. In addition to the amounts in clause 15.1, the Client shall pay ten per cent (10 %) of the part of the Contract Price that relates to Works not yet performed.

D.14 Liability and disputes

- D.14.1** The limitation in clause 12.1 is one hundred per cent (100 %) of the Contract Price. Delay damages for failure to complete within the Time for Completion apply only in accordance with clause 8.3.
- D.14.2** Disputes are resolved by arbitration in accordance with clause 20.4. Where the Project Agreement provides for a dispute board, disputes are first referred to it.

Schedule E: Site Solutions rental

This Schedule applies to Project Agreements for Technica Site Solutions: rental of site infrastructure and the related services and service levels. The Project Agreement states the Equipment, the services included, the service level and the prices. Capitalised terms have the meaning given in clause 1 or in clause E.1.

E.1 Definitions

- E.1.1** “**Critical Equipment**” means welfare units (toilets, washrooms, drying rooms and canteens), power and heating units, surveillance systems and any other Equipment stated as critical in the Project Agreement.
- E.1.2** “**Fault**” means a breakdown or defect that prevents the normal use of a unit of Equipment, other than one caused by the Client or for which the Client is responsible under this Schedule.
- E.1.3** “**Fault Notification**” means a notification of a Fault to Technica’s service desk by telephone or e-mail, stating the Site, the unit and the nature of the Fault. A Fault detected by Technica’s remote monitoring counts as notified when detected.
- E.1.4** “**Fix Time**” means the time from Fault Notification until the Fault is remedied by repair, a temporary solution that restores normal use, or replacement of the unit.
- E.1.5** “**Hire Period**” means the period under clause E.3.1.
- E.1.6** “**Response Time**” means the time from Fault Notification until Technica has acknowledged the Fault and started to remedy it, by remote diagnosis, instructions to the Client or dispatch of a technician.
- E.1.7** “**Service Hours**” means 07:00 to 16:00 on Working Days for the Standard Service Level, and 06:00 to 22:00 on all days for the Premium Service Level, in the time zone of the Site. For this Schedule, Working Days are determined by the public holidays at the Site.
- E.1.8** “**Service Level**” means the Standard Service Level, which is included in the hire charges, or the Premium Service Level, where the Project Agreement states it and its price.
- E.1.9** “**Service Credit**” means a reduction of the hire charges under clause E.10.

E.2 Scope and Equipment

- E.2.1** This Schedule applies to rental of Equipment, such as site offices, meeting rooms, welfare units, storage containers, temporary fencing and gates, surveillance systems, power and heating units and utility vehicles, and to related services, such as transport, installation, connection, servicing, cleaning, surveillance monitoring and crane coordination, as described in the Project Agreement.
- E.2.2** The Project Agreement lists the Equipment by type and number, its location at the Site, the services included, the Service Level, the minimum hire period and the prices. Technica may deliver equivalent Equipment of the same or better specification than stated in the Project Agreement.
- E.2.3** Access roads, foundations, hardstandings and other physical works are delivered under Schedule D.

E.3 Hire period, extension and off-hire

- E.3.1** The Hire Period for each unit starts on the day it is delivered to the Site or collected by the Client, and ends on the off-hire date under clause E.3.4 or, if the Client returns the unit itself, when it is returned to Technica's depot. Risk remains with the Client until the unit is collected or returned.
- E.3.2** The minimum hire period is stated in the Project Agreement, and is one (1) month if not stated. Hire charges are payable for at least the minimum hire period, also if the Client ends the hire earlier.
- E.3.3** The hire continues after the planned end date stated in the Project Agreement until the Client gives off-hire notice, at the hire charges in the Project Agreement.
- E.3.4** After the minimum hire period, the Client may end the hire of all or some units by off-hire notice in Writing at least seven (7) days before the off-hire date. Hire charges stop on the off-hire date if the units are then empty, disconnected by the Client from its own installations, ready for collection and accessible. Delays in collection caused by Technica are not charged.
- E.3.5** At the Client's request, Technica relocates or exchanges units at the prices in the Project Agreement or the Rate Card. A relocated unit continues on the same terms.

E.4 Charges and invoicing

- E.4.1** Hire charges are stated per unit per day, week or month in the Project Agreement. Part months are charged per calendar day. Hire charges and fixed monthly service charges, including the Premium Service Level, are invoiced monthly in advance.
- E.4.2** Transport, crane lifts, installation, connection, dismantling, disconnection and collection are charged at the prices in the Project Agreement or the Rate Card, unless included in the Project Agreement.
- E.4.3** Consumables, cleaning, emptying of toilets and waste tanks, water, energy and fuel, extra service visits and call-outs for Faults caused by the Client are charged monthly in arrears at the prices in the Project Agreement or the Rate Card, unless included in the Project Agreement.
- E.4.4** Service Credits confirmed by Technica are deducted from the next invoice or, if no invoice follows, paid within thirty (30) days.

E.5 Site preparation, delivery and installation

- E.5.1** The Client shall, at its own cost and by the delivery date, provide (a) safe access routes for heavy vehicles and cranes, with sufficient width, bearing capacity and turning space; (b) a level and load-bearing surface, or the foundations or hardstanding stated in the Project Agreement; (c) connection points for power, water, drainage and data with the capacity stated in the Project Agreement, within the distance stated in the Project Agreement; (d) the permits needed for placing and using the Equipment, including road, building, planning and drainage permits; and (e) information about underground services and other hazards at the placement area.
- E.5.2** Technica places, levels, assembles and connects the Equipment to the Client's connection points as stated in the Project Agreement. Connections to the Client's installations are carried out by authorised installers in accordance with applicable law. The Client is responsible for its own installations and supplies up to the connection points.

- E.5.3** Technica and the Client sign a delivery record at handover, which records the units, their condition, meter readings and any defects, with photographs. If the Client is not present, Technica's delivery record with photographs applies.
- E.5.4** Waiting time, failed deliveries, extra lifts and extra work caused by the Site not being ready, or by information from the Client being incorrect, are charged at the rates in the Rate Card.

E.6 Inspection on delivery

- E.6.1** The Client shall inspect the Equipment on delivery and notify Technica in Writing of any defect or missing item within twenty-four (24) hours. Otherwise the Equipment is accepted as delivered in the condition recorded in the delivery record, except for defects that could not be seen on reasonable inspection.

E.7 Use of the Equipment

- E.7.1** The Client shall use the Equipment only at the Site, for its intended purpose, within its rated capacity, in accordance with Technica's instructions and manuals and applicable law, and only by competent persons.
- E.7.2** The Client shall not move the Equipment from its placement, sub-hire or lend it, alter it, attach anything to it, or remove markings, unless Technica consents in Writing. The Client shall keep the Equipment secure and locked when not in use and keep keys under control.
- E.7.3** For cabins, offices and welfare units, the Client shall keep them heated to protect against frost damage, keep doors and windows closed when unattended, drain water installations if heating is interrupted in frost conditions, not smoke or use open flames inside, and not overload electrical installations.
- E.7.4** For containers, the Client shall not store hazardous, flammable or environmentally harmful substances unless agreed in Writing and stored in accordance with law, and shall not use containers as workplaces or accommodation unless they are made for it.
- E.7.5** For temporary fencing, the Client shall inspect the fencing daily, keep gates closed and locked when the Site is unattended, and notify Technica of damage. Fencing moved or damaged by the Client, its contractors or third parties at the Site is re-erected or repaired at the Client's cost.
- E.7.6** Utility vehicles may only be driven by persons aged 18 or over with the licence, training and personal protective equipment required by law and the Site rules. The Client shall carry out daily pre-use checks, use only the fuel or charging specified, observe the Site speed limits, not carry more passengers than permitted, and use the vehicles on public roads only where they are registered, insured and permitted for it. The Client is responsible for traffic offences, tolls and fines while the vehicles are on hire.
- E.7.7** The Client shall notify Technica without undue delay of any damage, loss, theft or accident involving the Equipment, report theft and vandalism to the police within twenty-four (24) hours and provide the police report reference to Technica.

E.8 Servicing and maintenance

- E.8.1** Technica carries out the scheduled servicing, safety checks and statutory inspections of the Equipment stated in the Project Agreement or required by law or the manufacturer, at the intervals stated in the Project Agreement. The Client shall give access for them during Service Hours.
- E.8.2** Unless the Project Agreement includes the service, the Client is responsible for daily cleaning, emptying of toilets and waste tanks, refilling consumables and fuel, and daily visual checks.
- E.8.3** Technica may carry out remote monitoring of Equipment fitted with sensors or telemetry, such as surveillance systems, power units and fuel levels, and use the data for servicing and Fault handling.

E.9 Service levels

- E.9.1** Faults are notified to Technica's service desk by telephone or e-mail as stated in the Project Agreement. Fault Notifications received outside Service Hours count as received at the start of the next Service Hours. Technica registers each Fault Notification and confirms receipt by e-mail with a reference number and the time of receipt, from which the Response Time and Fix Time run. A defect notified under clause E.6.1 is a Fault Notification.
- E.9.2** Technica shall meet the Response Times and Fix Times for the Service Level stated in the Project Agreement, as set out in Schedule E, Annex 1. Times stated in hours are counted within Service Hours, except the Premium Fix Time of twenty-four (24) hours for Critical Equipment, which is counted in elapsed hours from Fault Notification. A time of "next Working Day" or "next day" is met if the action is completed before the end of Service Hours on the Working Day or day after Fault Notification. A time stated in Working Days or days ends at the end of Service Hours on the last of those days.
- E.9.3** Technica may remedy a Fault by repair, by a temporary solution that restores normal use, or by replacing the unit with an equivalent unit. Where a unit is replaced, the Fix Time is met when the replacement unit is delivered and ready for use.
- E.9.4** The Response Times and Fix Times do not apply, and the time does not run, (a) while Technica is not given safe access to the Equipment during Service Hours; (b) where the Fault is caused by the Client, its contractors, third parties at the Site, misuse, vandalism or theft; (c) where the Fault results from failure of the Client's utilities or connection points; (d) during weather conditions in which work cannot be carried out safely, or during a Force Majeure Event; or (e) where the Client has asked Technica to postpone the work.
- E.9.5** For the Premium Service Level, Technica provides a monthly service report showing Fault Notifications, Response Times and Fix Times achieved, and Service Credits.

E.10 Service Credits

- E.10.1** If Technica does not meet the Fix Time for a unit, the Client is entitled to a Service Credit for each started calendar day the Fix Time is exceeded, equal to one thirtieth (1/30) of the monthly hire charge for the affected unit under the Standard Service Level, and two thirtieths (2/30) under the Premium Service Level. Where the hire charge is stated per day or week, the monthly hire charge is thirty (30) times the daily charge or 52/12 times the weekly charge.
- E.10.2** Service Credits for a calendar month are limited to fifteen per cent (15 %) of the hire charges and fixed monthly service charges invoiced under the Project Agreement for that month. The Client shall

claim Service Credits in Writing within thirty (30) days after the end of the month in which the Fix Time was exceeded, except that Service Credits shown in the monthly service report under the Premium Service Level are applied without a claim. The Client may not deduct Service Credits that Technica has not confirmed, except in accordance with clause 6.3.

- E.10.3** If a unit is not repaired or replaced within ten (10) Working Days of Fault Notification, not counting periods under clause E.9.4, or if the Fix Time for the same unit is exceeded three (3) times within any period of sixty (60) days, the Client may end the hire of that unit by notice in Writing, without charges for the remaining minimum hire period or for dismantling and collection of that unit. Service Credits already accrued remain due.
- E.10.4** Service Credits and the rights in clause E.10.3 are the Client's only remedies for Faults and for failure to meet the service levels. This does not limit Technica's liability for personal injury or damage to property caused by its negligence, subject to clause 12 (Liability), or either party's right to terminate the Project Agreement under clause 15.2. Late delivery is governed by clause 8.3.

E.11 Surveillance services

- E.11.1** Surveillance services include, as stated in the Project Agreement, the rental of camera towers, cameras, alarm and access control systems, and, where ordered, remote monitoring by Technica or a monitoring centre appointed by Technica.
- E.11.2** For remote monitoring, the parties agree a site response plan before the start, stating the monitoring hours, the areas and events to be monitored, the call list and the actions to be taken, such as audio warnings, calls to the Client's contacts, dispatch of a guard service at the Client's cost or notification of the police. Technica handles alarm events in accordance with the site response plan. The Client shall keep its call list up to date.
- E.11.3** The Client shall provide stable power where the system is not self-powered, keep camera views free from obstruction, and notify Technica of changes at the Site that affect the system.
- E.11.4** Surveillance services reduce the risk of theft and damage but do not guarantee against it. Technica is not liable for theft of or damage to the Client's property or the Site unless caused by Technica's failure to handle alarm events received in accordance with the site response plan, and then subject to clause 12 (Liability). Faults in surveillance Equipment are governed by clauses E.9 and E.10 only.
- E.11.5** The Client is the controller of personal data collected by surveillance at the Site, unless the Project Agreement states otherwise, and is responsible for the legal basis, signage, information to persons at the Site and requests from data subjects. Technica processes recordings as processor under the data processing agreement referred to in clause 11.3, including through the monitoring centre as sub-processor. Recordings are kept for thirty (30) days, unless the Client instructs a shorter period or a longer period is required for a reported incident, and are provided to the Client or the police on request.

E.12 Crane coordination

- E.12.1** Crane coordination means planning and coordination of lifts with the crane supplier, including scheduling, access and the information the crane supplier needs. Technica is not the lifting contractor, does not plan or supervise lifting operations and is not responsible for them, unless the Project Agreement expressly states it.
- E.12.2** Crane hire ordered through Technica is subject to the crane supplier's terms, which Technica provides on request, and is charged at cost plus the handling fee in clause 5.3.

E.13 Risk, insurance and damage waiver

- E.13.1** The Client bears the risk of loss, theft and damage to the Equipment from delivery or collection until the Equipment is collected by Technica or returned to Technica's depot.
- E.13.2** The Client shall insure the Equipment for its full replacement value against all risks, including fire, storm, flood, theft and vandalism, and insure its liability for use of the Equipment, including motor liability where required for utility vehicles, and shall provide evidence on request.
- E.13.3** Where the Project Agreement includes Technica's damage waiver, the Client's liability for accidental damage to and theft of the Equipment is limited to the excess per event stated in the Project Agreement, and the Client need not insure the Equipment itself. The damage waiver does not cover theft not reported to the police within twenty-four (24) hours, damage caused by misuse, overloading, frost due to lack of heating, gross negligence or wilful acts, damage to tyres and glass on utility vehicles, or loss of keys, remote controls and accessories.

E.14 Return and damage

- E.14.1** The Client shall return the Equipment clean, empty, disconnected from its own installations and in the same condition as recorded at delivery, except for fair wear and tear.
- E.14.2** Technica inspects the Equipment on collection or return and invites the Client to attend. Technica notifies the Client in Writing, with photographs and a description, of any damage, missing items or excessive soiling within thirty (30) days of collection or return.
- E.14.3** The Client shall pay the cost of repair and cleaning at the Rate Card, or, for lost or irreparable Equipment, its current replacement value, and the hire charges lost while the unit is repaired or replaced, for up to thirty (30) days.

E.15 Ownership and recovery

- E.15.1** The Equipment remains Technica's property. The Client shall keep it free of liens, pledges and claims, and shall inform landowners, insolvency administrators and others who may claim rights over it that the Equipment belongs to Technica.
- E.15.2** Technica may access the Site during working hours to inspect, service and maintain the Equipment and, on termination of the Project Agreement or under clause 6.5, to recover it. The Client shall pay the costs of recovery.

E.16 Liability and claims

- E.16.1** Technica is not liable for losses caused by a Fault or by Equipment being unavailable because of a Fault, beyond the Service Credits and rights under clause E.10. Technica's liability is otherwise subject to clause 12 (Liability).
- E.16.2** Claims other than for Service Credits shall be made within thirty (30) days after the Client became aware of the matter, and no later than six (6) months after the end of the Hire Period.
- E.16.3** The Client shall indemnify Technica against third-party claims arising from the use of the Equipment during the Hire Period, including claims arising from the use of utility vehicles, except to the extent caused by a Fault or other breach for which Technica is responsible.

E.16.4 The Client's right to end the hire for convenience is governed by clause E.3.4, after the minimum hire period.

Schedule E, Annex 1: Service levels

Response Times and Fix Times run from Fault Notification and are counted as set out in clause E.9.2, subject to clause E.9.4.

Service Level	Response Time	Fix Time	Service Credit per started day late
Standard (included in the hire charges)			
Critical Equipment	Next Working Day	Three (3) Working Days	1/30 of the unit's monthly hire charge
Other Equipment	Next Working Day	Three (3) Working Days	1/30 of the unit's monthly hire charge
Service Hours	07:00 to 16:00 on Working Days		
Premium (where stated in the Project Agreement, at the stated price)			
Critical Equipment	Four (4) hours	Twenty-four (24) elapsed hours	2/30 of the unit's monthly hire charge
Other Equipment	Next day	Two (2) days	2/30 of the unit's monthly hire charge
Service Hours	06:00 to 22:00 on all days		
Reporting	Monthly service report		

Service Credits are limited to fifteen per cent (15 %) of the hire charges and service charges invoiced under the Project Agreement for the month (clause E.10.2). Surveillance alarm handling follows the site response plan agreed under clause E.11.2.