

Terms and Conditions relating to the Sales and ServicePlan ("Agreement")

1. Definitions

1.1 In this Agreement the following definitions apply:

1.2 Unless otherwise stated references in this Agreement to clauses or sub-clauses are to clauses or sub-clauses in this Agreement; references to the singular include the plural and in the plural shall include the singular, and references to one gender shall include a reference to other genders. Clause, schedule and paragraph headings are included for ease of reference only and shall not affect the interpretation of this Agreement.

"Additional Terms" means the additional terms specified overleaf;

"Advance Service Payment" means the advance payment for any service or maintenance as requested by the Customer from time to time;

"Agreed Price per Copy" means the Cost per Copy specified overleaf or such other amount the Company may notify to the Customer pursuant to clause 7.9 from time to time;

"Business Day" means a day between Monday and Friday (inclusive) that is not a public holiday in the United Kingdom "Commencement Date" means the date of the Customer's signature or delivery of the Equipment whichever occurs first; "Company" "Flotek" "Us" "We" means Flotek Group

incorporated under the Companies Act Registered 13882299 and having its registered office at

Unit 4, Bocam Park, Pencoed, Bridgend, CF35 5LJ

"Customer" means the customer specified overleaf; "Equipment" means the equipment specified overleaf or in any schedule annexed to this Agreement;

"Excess Toner Charge" means a charge of 100% of the Agreed Price per Copy overleaf multiplied by the number of copies by which the customer falls short of the total number of copies that should be obtained from each bottle of toner supplied in terms of the toner manufacturer's stated yield;

"Installation Date" will be the date specified or, if no date is specified, will be deemed to be the date of the Customer's signature;

"Installation Address" means the installation address specified overleaf or such other location as the Company and the Customer may agree in writing from time to time;

"Lease Agreement" means an arrangement whereby the Company will sell the Equipment to a third party company who will in turn lease the Equipment to the Customer; "Maintenance" means the regular maintenance and servicing of the Equipment as detailed in the Equipment & Service Schedule and Software Schedule overleaf payable by a specified Minimum Agreed Copy Volume per month and/or Annual License fee/Monthly support fee (if applicable);

"Maintenance Charge" means the Agreed Price per Copy multiplied by the Minimum Agreed Copy Volume per month or pro rata during a Service Charging Period;

"Minimum Charge" means a payment in any given Service Charging Period equivalent to the Agreed Price per Copy multiplied by the Minimum Agreed Copy Volume;

"Minimum Copy Volume" means 'Minimum Agreed Copy Volume per Month' specified overleaf for a month or for any other Service Charging Period pro rata as specified from time to time.

"Minimum Period" shall be for a period of sixty months which shall commence from the Installation Date or the Agreement Date (whichever occurs first);

"Normal Working Hours" means 9.00am to 5.30pm Monday to Friday inclusive, on a Business day or as the Company may notify to the Customer from time to time;

"Person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

"Price" means the purchase price specified overleaf which is stated exclusive of Value Added Tax;

"Related Company" means any subsidiary company or any holding company of the Company, or any subsidiary company of that holding company (as the terms 'subsidiary company' and 'holding company' are defined in s1159 of the Companies Act 2006);

"Servicing Charge" means the servicing charge, Maintenance or other charges as specified overleaf or such other amount as the Company may notify to the Customer from time to time; "Service Charging Period" means the period specified by the Company from time to time commencing on the Installation Date and ending on the date of termination or expiry of this Agreement;

"Utility Colour" means any copy taken that includes colour to no greater than 3% coverage on A4 size paper, any colour content exceeding that falling within the definition of a colour copy; "You" means the Customer as specified overleaf.

2. Agreement

2.1 This Agreement shall come into effect on the date it is signed by the Company. The Company agrees to supply the Customer and service the Equipment as detailed in the Equipment & Service Schedule and annexed to this Agreement (if applicable) on the Terms set out in this Agreement.

2.2 The Customer agrees to the Maintenance for the duration of the Minimum Period and/or the Extended Minimum Period (as defined in clause 2.3) which starts on the date of delivery of the Equipment and continues until terminated in accordance with clause 12 by the Customer or by the Company under clause 11, provided the Customer under clause 12 gives the Company the required notice pursuant to clause 2.3

2.3 The Equipment & Service Schedule and Software Schedule which forms part of this Agreement, details the Maintenance of the Equipment. Unless this Agreement has been terminated under clause 11 or clause 12 the Maintenance of the Equipment shall continue automatically on the Terms set out in this Agreement thereafter from year to year unless the Customer gives the Company at least three months prior written notice to end on the Minimum Period, such notice to expire on the last day of the Minimum Period or on any anniversary of such date ("Extended Minimum Period")

2.4 On termination of the Agreement, the Customer shall return any product in accordance with clause 11.4

2.5 This Agreement constitutes the entire Agreement and understanding between the Company and the Customer with regard to the sale and servicing of the Equipment and supersedes any previous agreement, whether written or oral. Each party acknowledges that it shall have no remedies in respect of any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent, negligent or fraudulent misrepresentation in respect of this Agreement.

2.6 Nothing in this Agreement shall restrict the liability of the Company in respect of death or personal injury to the extent that it results from the Company's negligence or that of their employees in the course of their employment.

2.7 Notwithstanding clause 2.1 the definitions and information appearing overleaf, including the Additional Terms, shall form part of this Agreement.

2.8 This Agreement may only be validly executed on behalf of the Company by a director of the Company.

2.9 No variation may be made to this Agreement unless it is in writing and signed by a director of the Company and a director of the Customer.

2.10 The Customer confirms that in entering into this Agreement it has not relied on any warranty, representation or undertaking of any description purportedly made by or on behalf of the Company and is accordingly not entitled to rely on the same.

2.11 For the avoidance of doubt, this Agreement in no way forms part of any other agreement with any third party, including any Lease Agreement.

2.12 It is a condition of this Agreement that the Maintenance Charges must still be paid during any period when the Equipment cannot be used for any reason.

3 Lease Agreement (if applicable)

3.1 At the discretion of the Company, the Customer may be offered an opportunity to lease/hire/rent the Equipment through a third-party company. This in no way affects the validity of this Agreement and for the avoidance of doubt the Terms and Conditions of this Agreement shall remain unaffected and in full force until terminated in accordance with these Terms and Conditions.

4 Purchase of Equipment

4.1 The Customer agrees that upon acceptance of this Agreement, the Company can order the Equipment (if applicable) and/or prepare the Equipment for its delivery and installation.

4.2 The Customer agrees to pay the Total Purchase Price two days before the date of delivery of the Equipment or within 7 days of the date of this Agreement, whichever occurs first.

4.3 Title to the Equipment shall pass from the Company to the Customer on payment of the Total Purchase Price. Until title to the Equipment has passed to the Customer pursuant to this clause the Company shall be entitled at any time and without notice, to repossess the Equipment and for that purpose, enter any premises where the Equipment is located.

5 Delivery, Installation and Collection

5.1 The Company shall use its reasonable endeavours to procure that the Equipment is delivered to the Installation Address as soon as possible, but the Company shall not be liable to the Customer under any circumstances for the late delivery of, or any failure to deliver the Equipment.

5.2 The Customer agrees to the charge of £120 + VAT for the delivery and installation charge for each item of Equipment delivered unless a lesser fee per item or a total fee is agreed between the parties prior to delivery.

5.3 The Customer agrees to the Company applying a charge for the collection and or decommissioning for each item of Equipment collected and such charge will be in accordance with the Company's scale of charges as amended from time to time for such endeavours.

5.4 In the event that the Company is unable for whatever reason to deliver the Equipment, then the Company shall be entitled to withdraw from this Agreement without any liability to the Customer, upon giving 7 days written notice to that effect.

5.5 The risk of loss or damage to the Equipment shall pass to the Customer on delivery of the Equipment to the Installation Address.

5.6 The Customer is responsible for choosing and taking delivery of the Equipment and agrees to Inspect the Equipment and notify the Company of any defect within 5 days of delivery, in the event that the Customer fails to notify the Company within 5 days of delivery, the Customer shall be deemed to have accepted the Equipment as satisfactory.

5.7 The Customer declares that it has selected the Equipment and that it is satisfactory for their requirements

6 Photocopying Equipment

6.1 The provisions of this Clause 6 shall apply insofar as the equipment includes photocopying/printing/scanning (MFI) equipment.

6.2 The Customer shall permit the Company if it chooses, to install software at the Customer's premises and on the Customer's IT apparatus for the purpose of obtaining automatic electronic delivery of meter readings and other information for the Equipment.

6.3 In the event that Clause 6.2 is not applicable the Customer shall within seven days prior to the end of each Service Charging Period send to the Company meter readings from each item of Equipment showing the number of copies taken by the Customer using the Equipment in the period since the Installation Date or the end of the last Service Charging Period.

6.4 In the event the Customer fails to submit meter readings in accordance with Clause 6.3 the Company shall be entitled to invoice the Customer pursuant to clause 6.6 for a sum based on the Minimum Agreed Copy Volume multiplied by the Agreed Price per Copy for each Service Charging Period.

6.5 In the event that the actual number of copies taken by the Customer during any Service Charging Period is greater than the Minimum Agreed Copy Volume, the Company shall be entitled to also invoice the Customer for the actual amount of copies used.

6.6 The Company shall be entitled to take meter readings of the number of copies taken by the Customer using the Equipment during any Service Charging Period and to use such readings for the purpose of calculating the sum due to the Company for that Service Charging Period pursuant to clause 6. The Customer shall allow the Company or any of its representatives access to the Equipment for this purpose. The Company is entitled to estimate the meter readings in any given Service Charging Period in the event the meter readings are unobtainable for any reason.

6.7 At the end of each Service Charging Period the Company shall invoice the Customer for an amount equal to the greater of:-

6.7.1 the number of copies taken by the Customer using the Equipment in the Service Charging Period ascertained in accordance with this clause multiplied by the Agreed Price per Copy for that item of Equipment; or

6.7.2 the Minimum Charge for that item of Equipment as calculated by the Company, for the Service Charging Period.

7 Servicing and Maintenance of Equipment

7.1 The Customer shall pay to the Company the Annual License Fee, Monthly Support Fee and any other fee pursuant to this Agreement in advance at the beginning of each Service Charging Period.

7.2 The provisions of this clause 7 shall apply to the servicing of all types of Equipment by the Company Including photocopiers.

7.3 Until the Maintenance arrangements contained in clauses 6 and 7 are terminated pursuant to clauses 11 or 12, the Company shall, and in exchange for payment of the charges specified within this Agreement:-

7.3.1 maintain the Equipment in good working order against the effects of normal wear and tear; and

7.3.2 service the Equipment in accordance with the reasonable recommendations and guidelines of the manufacturer.

7.4 The Company shall only be obliged to service or repair the Equipment during Normal Working Hours.

7.5 During the term of this Agreement, the Customer shall ensure that the Equipment is not repaired, maintained or serviced by any other third party or Person other than the Company.

7.6 The Company shall not be under any obligation to service or carry out any repairs to the Equipment as a result of damage to the Equipment caused by the Customer or the neglect of the Equipment by the Customer or the failure of the Customer to use the Equipment in accordance with the manufacturer's or the Company's instructions or any repairs maintenance or servicing carried out to the Equipment by any other Person other than the Company.

7.7 In addition to the charges provided for in this Agreement, the Company shall also be entitled to charge the Customer, in accordance with the Company's scale of charges as amended from time to time for:-

7.7.1 any service of or repairs to the Equipment carried out outside Normal Working Hours;

7.7.2 any service of or repairs to the Equipment resulting from damage caused by the Customer, or neglect of the Equipment by the Customer, or the failure of the Customer to use the Equipment in accordance with the manufacturer's or the Company's instructions or the repair, maintenance or servicing of the Equipment by any person other than the Company;

7.7.3 any other service of or repairs to the Equipment which the Company is not obliged to carry out;

7.7.4 any replacement parts or consumables used by the Company in the service or repair of the Equipment in any such case;

7.7.5 the cost of all deliveries of any description in the Customer's premises including, but without prejudice to the foregoing generality, consumables, parts or any other materials required by the Customer at the fixed rate of £3.95 +VAT per month paid annually. This fixed charge will be invoiced to the Customer in the Customer's normal billing cycle for Maintenance.

7.7.6 any excess toner supplied, the charge to be applied being the Excess Toner Charge as defined.

7.8 The Company shall be entitled to increase the Agreed Price per Copy and/or the Minimum Charge and/or the Servicing Charge from time to time provided that the Company shall not increase such charge by more than 10% during any 12 month period.

7.9 The Customer shall allow the Company access to the premises where the Equipment is located for the purposes of enabling the Company to fulfil its obligations in terms of this Agreement

7.10 Any servicing incentives specified overleaf are strictly only applicable to the Equipment identified overleaf and will not apply to any other equipment supplied.

8 Payment Terms

8.1 The Customer shall pay to the Company within 30 days for any invoice issued by the Company hereunder without deductions of any kind

8.2 In the event that the Customer fails to pay any sum due to the Company on the due date the Company shall be entitled without prejudice to any other rights or remedies which it may have to suspend without any liability to the Customer the performance of its obligations under this Agreement until such time as such sum together with any interest due is paid in full.

8.3 Any payment missed or not made on time will attract interest, compensation and our reasonable costs in collecting such payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.

8.4 In the event that the Customer fails to comply with its obligations in terms of this contract the Company will be entitled to recover all actual legal and professional expenses incurred by it in either enforcing its rights under the terms of this agreement or in recovering damages to redress any breach on the part of the Customer.

8.5 The Customer shall not be entitled to set off any sum due or to become due by it to the Company in terms of this Agreement against any sum due or to become due or which the Customer believes may be due by the Company to it whether under this Agreement or otherwise.

8.6 If requested by the Customer the Company may provide copies of invoices and the Customer agrees to pay the Company an administration fee for doing so, which charge shall be at a flat rate of £15.00 +VAT for each request together with a charge of £0.50 + VAT per item.

9 Indemnity

9.1 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full Indemnity basis)) and all other professional costs and expenses suffered or incurred by the Company arising out of or in connection with:

9.1.1 any breach of this Agreement;

9.1.2 the Company's breach or negligent performance or non performance of this agreement;

9.1.3 the enforcement of this Agreement;

9.1.4 any claim made against the Company by a third party arising out of or in connection with the provision of the Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Customer, its employees, agents or subcontractors;]

9.1.5 any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Equipment is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

9.2 This Indemnity shall apply whether or not the Company has been negligent or at fault.

9.3 Nothing in this clause shall restrict or limit the Company's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

10 Limitation of Liability

10.1 Except for any warranty implied by law and which by law cannot be excluded, the Company: -

10.1.1 does not give any warranty express or implied regarding the condition or performance of the Equipment and except as expressly provided for in this Agreement, the Customer shall not have any remedy for any Equipment which is defective or sub-standard in anyway;

10.1.2 shall not be liable to the Customer or any other person for any loss or damage which the Customer or that person may incur as a result of the misuse of the Equipment; and

10.1.3 shall not under any circumstances whatsoever be liable for any direct or consequential loss suffered by the Customer and/or any third party including, without limitation, loss of profit arising from:

10.1.3.1 defects in and/or defective service and/or Incompatibility of the Equipment and /or any apparatus and/or software to which the equipment is directly or indirectly connected howsoever caused;

10.1.3.2 unforeseeable loss or damage of any kind (including, but not limited to loss of data, credit accrued, computer time facilities, capacity, business intentions or loss of profit, business, revenue, anticipated savings or goodwill or loss suffered as a result of an action brought by a third party) and suffered by that person in connection with this Agreement arising from the acquisition, lease, rental or service and maintenance of the Equipment or the misuse of the Equipment.

10.2 In the event that the Company is found liable to the Customer, then the maximum liability for any breach of this Agreement shall not under any circumstances exceed 50% of the amount of Maintenance Payments paid by the Customer to the Company.

11 Termination

11.1 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11.2 The Company shall be entitled to terminate this Agreement immediately and repossess the Equipment (if title vests in the Company), parts and/or consumables (if applicable) in the event that the Customer:-

11.2.1 fails to pay on the due date any sum due to the Company or any Related Company in terms of this Agreement, or any other agreement it has with the Company or any Related Company;

11.2.2 breaches any obligation incumbent upon it in terms of this Agreement or any other agreement it has with the Company or any Related Company;

11.2.3 replaces and or substitutes the Equipment with equipment from another supplier/provider/party for any reason during the Minimum Period or Extended Minimum Period;

11.2.4 has a receiver or administrator appointed over all or any part of its assets or has a liquidator appointed to it or passes a resolution to have itself wound up or becomes bankrupt or grants a trust deed for behalf of its creditors or enters into or attempts to enter into any arrangement or compromise with its creditors or becomes in the opinion of the Company unable to pay its debts as they fall due;

11.2.5 threatens to cease, or ceases trading, or control of the Customer or its ultimate holding company (if applicable) passes to a third party.

11.3 In the event that the Customer fails to comply with its obligations in terms of this contract, the Company will be entitled to recover all actual legal and professional expenses incurred by it in either enforcing its rights under the terms of this Agreement or in recovering damages to redress any breach on the part of the Customer.

11.4 At the termination of this Agreement, providing the following components have been replaced during the term of this Agreement:

1) the drum unit; 2) the heater rollers; and 3) the developer shall be remain the property of the Company. If the said items are unavailable for any reason then it is agreed that the Customer shall purchase the same for (or give the cash equivalent to) the Company.

12 Early Termination By The Customer

12.1 If you wish to Terminate this Agreement you must give the Company notice in accordance with clause 2 and pay without deduction the sums pursuant to clause 13.

13 Payments Due on Termination

Unit 4, Bocam Park
Pencoed,
Bridgend
CF35 5LJ

T: 02921 50 8000
E: Hello@Flotek.io
W: www.Flotek.io

13.1 On termination of this Agreement in accordance with clauses 11,12 and 13 the Customer shall:-

13.1.1 pay to the Company all sums outstanding under this Agreement, other payments outstanding and interest; and

13.1.2 pay a sum equal to the amount the Customer would have paid in total had the Agreement continued for the Minimum Period or Extended Minimum Period as appropriate, less a discount of 20% that represents the cost to the Company to provide the Customer services pursuant to this Agreement.

13.1.3 accept that clause 13 is a fair and reasonable charge which represents our liquidated damages for termination under this clause.

14 Inspection and Return of the Equipment

14.1 The Customer agrees to permit the Company or its representatives upon notice to the Customer to inspect the Equipment at the Installation Address during reasonable office hours on a working day

14.2 Upon termination or expiry of this Agreement the Company or its representatives may, subject to giving the Customer any notice enter the Installation Address and or any premises where the Equipment is or is believed to be located to repossess the Equipment (if title vests in the Company), parts and/or consumables (if applicable)

15 Assignment

15.1 The Customer shall not be entitled to assign its rights or obligations under this Agreement without prior written consent of the Company which will not unreasonably be withheld.

15.2 The Company shall be entitled to assign its rights and obligations of this Agreement

16 Severance

16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement

16.2 If any provision or part-provision of this agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision

17 Personal Data

17.1 The Customer consents to the sharing of information, concerning the Customer, among the Company and any of its Related Companies.

18 Governing law

18.1 This agreement and any dispute or claim (including non contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19 Jurisdiction

19.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

20 No partnership or agency

20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21 Notices

21.1 Any notice to a party under or in connection with this Agreement shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); and/or

21.1.2 sent by email to the address specified in this Agreement (if applicable).

21.2 Any notice shall be deemed to have been received:

21.2.1 if delivered by hand, at the time the notice is left at the proper address;

21.2.2 if sent by Royal Mail Special Delivery next working day delivery service, at 12 noon on the second Business Day after posting; or

21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.3 This clause dFlotek not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

22. General

22.1 The Customer, by the execution of this agreement will be deemed to have read, understood and retained a copy of this contract and conditions.

22.2 You have the power and authority to enter into this Agreement on behalf of the Customer.

22.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22.4 A commission may be received by us from any third party finance company who we introduced to finance this Agreement (if applicable). You may have been introduced to us by a third party and you agree that we may pay an appropriate introducer fee or commission (if any) to that third party.

22.5 Where you are two or more parties to this Agreement, as Hirer, you are both liable jointly and severally and we may enforce the Agreement against all or any of you.

22.6 Any party may agree to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each party's manuscript signature.