



# LDEV TECH LIMITED

## CONSULTING TERMS & CONDITIONS

### 1. Parties and Definitions

- 1.1. The supplier of the Services is LDEV Tech Limited (**LDEV Tech** or **Us**) and **Client** means the person, firm, company or entity buying Services from us.
- 1.2. **Agreement** means any document containing key terms including Services and Fees, together with these Terms and Conditions.

### 2. Scope of Services

- 2.1. **Nature of Services:** LDEV Tech will provide consultancy and advisory services (**Services**) as agreed with the Client in writing.
- 2.2. **Exclusions:** The Services exclude the following: install, repair, or supply of lift systems; acting as a general contractor or project manager. In addition, LDEV Tech will not provide or certify registered engineering designs, any form of compliance, or legal certification for works and equipment supplied by third parties.
- 2.3. **Limits of Advice:** You agree that you will not construe nor use reports and correspondence from LDEV Tech as a contractual instruction to the Client or its associated parties without your explicit instructions, or as an endorsement to override any legal requirement, code, or standard.

### 3. Fees & Payment Terms

- 3.1. **Fees:** The fees for Services including any associated disbursements are as outlined in LDEV Tech's proposal or as otherwise agreed in writing (e.g., hourly rate, fixed fee, or milestone-based). Fees are plus Goods and Services Tax.
- 3.2. **Invoicing:** Invoices will be issued at regular intervals at our discretion or, if agreed, upon completion of specific milestones.
- 3.3. **Payment:** Unless specified and agreed elsewhere in writing, all invoices are due for payment on the **20th of the month following the invoice date**.
- 3.4. **Default interest:** Failure by the Client to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default and, without prejudice to any other rights or remedies available to us, simple interest at 2% per month will be payable upon demand and from the due date until payment.
- 3.5. **Legal costs:** The Client will indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may suffer or incur as a result of any failure by the Client to make due and punctual payment.

### 4. Client Obligations

- 4.1. **Accurate Information:** The Client will provide accurate and complete information, documentation, and access as reasonably required for LDEV Tech to perform the Services in a timely manner.
- 4.2. **Decision-Making:** The Client remains solely responsible for decisions made based on LDEV Tech's advice and recommendations. The Client retains full responsibility for implementing any recommendations provided.
- 4.3. **Health and Safety:** It is the Client's responsibility to ensure that all safety measures have been taken at the site where the Services are to be performed so as to comply with all applicable health and safety laws. We have not and will not at any time assume any obligations as your agent or otherwise which may be imposed on you from time to time pursuant to the Health & Safety at Work Act 2015, including any subsequent regulations (the **HSW Act**) arising from the engagement of Services under this Agreement. Unless otherwise agreed, the parties agree that for the purposes of the HSW Act, we will not be the person who controls the place of work. Prior to our personnel attending the relevant site to perform the Services you will:
  - 4.3.1. Inform us of all applicable health and safety rules and regulations that may apply at the site;
  - 4.3.2. Notify us promptly of any risk, safety issues or incidents that may arise or may have arisen at the site that are relevant to our provision of the Services.If we are concerned about the presence of any hazards or risks at the site we may, in our absolute discretion, delay the performance of some or all of the Services or cancel any order by notice in writing to you.

### 5. Confidentiality and Intellectual Property

- 5.1. **Obligations:** Each party will keep confidential all information provided by the other party and not disclose it to any third party without prior written consent, except where required by law.
- 5.2. **Pre-Existing IP:** All materials, methodologies, templates and any other kind of intellectual property owned or developed by LDEV Tech prior to the engagement remain the sole property of LDEV Tech.

### 6. Liability & Disclaimers

- 6.1. **Disclaimers:**
  - 6.1.1. **Advisory Services:** LDEV Tech provides professional advice based on the information and data available at the time. The Client acknowledges that many factors affecting the final outcome are beyond LDEV Tech's control.
  - 6.1.2. **No Financial Advice:** Any capital expenditure or budgeting figures provided are for general guidance and are not intended as regulated financial advice. While LDEV Tech aims to provide accurate estimates, we cannot guarantee final costs due to market variations, supplier changes, or other factors beyond our control.
- 6.2. **Liability:**
  - 6.2.1. LDEV Tech's liability in relation to any claims is limited to the fees paid by the Client for the Services directly at issue;
  - 6.2.2. LDEV Tech will not be liable for any claim notified to it more than 60 days after performance of the Services;



- 6.2.3. We are not liable for any loss caused by the Client, or any loss that results from the Client's failure to take reasonable steps to avoid or minimise their loss;
- 6.2.4. Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind and whether or not the other party has been advised of the potential for such damages.
- 6.3. **Client Indemnity:** The Client agrees to indemnify and hold LDEV Tech harmless from any third-party claims, liabilities, or expenses.

## 7. Termination

- 7.1. **Termination by Either Party:** Either party may terminate this Agreement
  - 7.1.1. upon 7 days' written notice if the other party is in material breach of any obligations under this Agreement and the breach has not been remedied 10 days of the receipt of the notice from the first party requiring it to remedy the breach, or 14 days for any other reason.
  - 7.1.2. If the other party becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.
- 7.2. **Effect of Termination:** Upon termination, any fees or disbursements owed to LDEV Tech become immediately due and payable.

## 8. Disclosure & Conflict of Interest

- 8.1. **Disclosure:** LDEV Tech frequently provides services to various parties associated with the vertical transport industry, including lift companies who may be providing equipment or services that are required to be assessed under this agreement. These companies include but are not limited to: Schindler, Kone, Otis, and Cremer. LDEV Tech has disclosed to these parties that it also undertakes consulting engagements for mutual Clients.
- 8.2. **Project Conflict:** LDEV Tech will disclose any potential or actual conflict of interest that arises in a specific project or engagement.
- 8.3. **3<sup>rd</sup> Party Conflict:** If LDEV Tech identifies a conflict of interest with an existing client or engagement that cannot be reasonably resolved, LDEV Tech may be required to terminate this Agreement.
- 8.4. **Impartiality:** LDEV Tech will provide its services with a high standard of professional integrity.
- 8.5. **Acknowledgement:** The Client acknowledges that LDEV Tech's business to serve other industry parties has been fully disclosed.

## 9. General

- 9.1. **Waiver:** These Terms and Conditions remain in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.
- 9.2. **Severability:** If any clause or provision of these Terms and Conditions will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.
- 9.3. **Events outside our control:** If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, natural event interfere with our performance of any of our obligations under these Terms and Conditions then we may at our sole discretion suspend our performance of any such obligation or cancel any contract for the purchase of Services and we will not be liable to you in any respect.

**BY ENGAGING LDEV TECH LIMITED FOR ANY CONSULTING SERVICES, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS & CONDITIONS.**