

LSUK GENERAL TERMS AND CONDITIONS – May 2026

1. General

All quotations, sales, services and orders are accepted by LINEV Systems UK Ltd ("LSUK") solely upon and subject to these Terms and Conditions, which shall apply to the exclusion of all other terms and conditions unless expressly accepted in writing by LSUK.

2. Warranty

- (a) Unless otherwise agreed in writing, LSUK warrants that its products shall be free from defects in materials and workmanship for a period of twelve (12) months from commissioning or fifteen (15) months from the scheduled dispatch date, whichever occurs first.
- (b) Warranty coverage is conditional upon the equipment being installed, operated, maintained and used in accordance with LSUK's operating and maintenance instructions and within the environmental and operating conditions specified by LSUK.
- (c) Consumable items, including but not limited to filters, lamps, UPS batteries, fuses, process fluids and components subject to normal wear and tear, are excluded from warranty coverage.
- (d) The warranty does not apply to defects or failures arising from misuse, neglect, inadequate maintenance, failure to carry out recommended cleaning procedures, contamination, operation outside specified environmental conditions, unauthorised modification or repair, or any external cause beyond LSUK's reasonable control.
- (e) Where a reported fault is determined by LSUK to have arisen from a cause not covered by this warranty, including inadequate maintenance, contamination or operation outside specified environmental conditions, LSUK reserves the right to charge for all associated labour, travel, accommodation, replacement parts, shipping, customs clearance and administrative costs.
- (f) Replacement or repaired parts supplied under warranty shall be covered only for the unexpired portion of the original warranty period.
- (g) This warranty does not extend to performance guarantees, throughput guarantees, suitability for a particular application, detection capability or detection performance.
- (h) Full Warranty Terms and Conditions, including warranty exclusions, maintenance requirements, claim procedures and limitations of liability, are available upon request and shall apply to all products supplied by LSUK.

3. Purchaser Responsibility

- (a) The Purchaser remains solely responsible for compliance with all applicable laws, regulations, standards and site security obligations.
- (b) The Purchaser shall ensure proper operator training (where applicable), operation within specified environmental conditions, routine cleaning, preventative maintenance, regular servicing and support by approved personnel in accordance with LSUK's recommendations, and integration of LSUK products into broader security systems.

LINEV Systems UK Ltd

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March 2026

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- (c) The Purchaser shall maintain appropriate records of operation, inspection, cleaning and maintenance activities and shall provide such records to LSUK where reasonably required in connection with a warranty claim or technical investigation.
- (d) The Purchaser indemnifies LSUK against claims, losses, damages, liabilities, costs and expenses arising from the Purchaser's use, misuse or operation of the equipment.

4. Title and Risk

- (a) Risk in the Goods shall pass to the Purchaser upon delivery.
- (b) Title to the Goods shall remain vested in LSUK until full payment of all sums due has been received.
- (c) Until title passes, LSUK reserves the right to repossess the Goods, or any part thereof, in the event of non-payment and the Purchaser shall grant reasonable access for such recovery.

5. Delivery

- (a) Delivery dates are estimates only and time shall not be of the essence.
- (b) LSUK shall not be liable for delays in delivery arising from circumstances beyond its reasonable control, including delays caused by suppliers, carriers, customs authorities or the Purchaser.
- (c) Partial deliveries may be made and invoiced separately.

6. Limitation of Liability

- (a) To the fullest extent permitted by law, LSUK shall not be liable for:
 - i. failure to detect threats, prohibited items, contraband or dangerous goods;
 - ii. loss of profit, revenue, contracts, anticipated savings, goodwill, business opportunities or business interruption;
 - iii. loss of data;
 - iv. indirect, incidental, special, exemplary or consequential losses or damages of any kind.
- (b) LSUK's total aggregate liability arising out of or in connection with any contract, order, product or service shall not exceed the lesser of:
 - i. the total contract value; or
 - ii. £500,000 (or equivalent value in the applicable contract currency at the date of order).
- (c) Nothing in these Terms shall exclude or limit liability for:
 - i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. any liability which cannot lawfully be excluded or limited.

7. Performance Data and Use of Artificial Intelligence

The Customer acknowledges and agrees that:

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- (a) all performance data, specifications, brochures, marketing materials, technical publications and other published information are indicative only, based upon testing under controlled conditions and shall not form part of any contract unless expressly agreed in writing;
- (b) no screening, inspection or detection system is capable of detecting every target, prohibited item, threat or dangerous object under all circumstances;
- (c) where equipment incorporates artificial intelligence, machine learning or automated decision-support technologies, such technologies are intended to assist operational decision-making and do not guarantee the detection of any specific item, threat or target;
- (d) for operator-assisted systems, the Customer remains solely responsible for reviewing images, applying professional judgement and making operational or security decisions;
- (e) for autonomous or non-operator intervention systems, the responsibility and liability for site security, operational procedures and response actions remain solely with the Customer;
- (f) all equipment must be used as part of an appropriate wider security, inspection or operational framework and shall not be relied upon as the sole protective measure.

8. Force Majeure

LSUK shall not be liable for any delay, non-performance or failure to perform any obligation resulting from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labour disputes, fire, flood, epidemic, pandemic, governmental action, transportation disruption, utility failure or supply chain interruption.

9. Intellectual Property

- (a) All intellectual property rights in LSUK products, software, firmware, artificial intelligence models, documentation, manuals, designs, drawings and related materials shall remain the exclusive property of LSUK or its licensors.
- (b) No licence, assignment or transfer of intellectual property rights is granted except as expressly agreed in writing.
- (c) The Customer shall not reverse engineer, decompile, copy, modify or reproduce any software, firmware or proprietary technology except where expressly permitted by law.

10. Governing Law and Dispute Resolution

- (a) These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.
- (b) The Parties shall first seek to resolve any dispute through good-faith negotiation.
- (c) If the dispute cannot be resolved within thirty (30) days, the Parties shall attempt mediation under the CEDR Model Mediation Procedure.

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(d) If mediation is unsuccessful, the courts of England and Wales shall have exclusive jurisdiction.

11. Order Cancellation

- (a) If the Customer cancels an order at any stage following acceptance by LSUK, all deposits, advance payments and non-recurring costs incurred by LSUK shall be non-refundable.
- (b) The Customer acknowledges and agrees that such amounts represent a genuine pre-estimate of LSUK's costs, commitments and losses arising from cancellation, including procurement, manufacturing, engineering, resource allocation, project management and administrative expenses, and do not constitute a penalty.
- (c) Where LSUK's actual losses exceed any deposits or advance payments received, LSUK reserves the right to recover such additional losses from the Customer.

12. Entire Agreement

These Terms and Conditions, together with any quotation, order acknowledgement, contract, statement of work and applicable warranty terms issued by LSUK, constitute the entire agreement between the Parties and supersede all prior discussions, representations and understandings relating to the subject matter of the agreement.

