TERMS AND CONDITIONS (including rental agreement for hiring of product(s))

These Terms and Conditions ("Terms") govern your use of our website, products, services, and any associated content, including user accounts, sensor kit rentals, and diagnostic report generation. By creating an account, hiring equipment, or accessing our services, you agree to these Terms.

Parties

MAPLE RESEARCH & DEVELOPMENT LIMITED, a company incorporated in England and Wales under number *11670670* whose registered office is at 133 Cambridge Road, Milton, Cambridge, England, CB24 6AZ (**Supplier**); and

Your organisation **(Customer)**.

(each of the Supplier and the Customer being a **party** and together the Supplier and the Customer are the **parties**).

By creating a user account, hiring a product or generating a report through our online system, you confirm that you have read these terms and conditions and will be bound by them.

Background

The Supplier conducts the business of hiring moisture diagnostic logging equipment to businesses. The parties have agreed that the Customer shall hire the Equipment from the Supplier as set out in these Terms. The Customer may also purchase reports, which summarise the data collected by the logging equipment. Reports are purchased separately to the logging equipment hire.

- **Definitions and interpretation**

"Supplier", "we", "our", or "us" refers to MAPLE RESEARCH & DEVELOPMENT LIMITED (trading as Maple Diagnostics).
"Customer", "User", "you", or "your" refers to anyone who accesses or uses our services.
"Services" include the online user account, hiring of equipment and report generation.
"Data Logger Kits" or "Sensor Kits" means the hardware and software systems provided temporarily for environmental or diagnostic data collection.
"Report" means any output or interpretation generated by Maple based on data collected via our kits or systems.
"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.
"Bribery Laws" means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction including in the European Union.
"Business Day" means a day other than a Saturday, Sunday or a bank or public holiday in England;
"Commencement Date" the date the rental agreement is signed by the customer;
"Confidential Information" has the meaning given in clause 9.1;
"Delivery Date" means the date the moisture diagnostic logging system is delivered to your specified delivery location;
"Delivery Location" means your specified delivery location;
"Deposit" means the deposit amount requested per sensor kit and per additional room pack;
"Equipment" means the Equipment described in 6.1;
"Force Majeure" has the meaning given in clause 15;
"Hire Period" means the period agreed and paid for by the Customer for each rental agreement
"Hire Fee" means the amount charged to the Customer for the use of the Equipment
"Report fee" means the amount payable for each report purchased;
"Representatives" has the meaning given in clause 9.2.1;
"Term(s)" has the meaning given in clause 3;
"VAT" means value added tax, as defined by the Value Added Tax Act 1994; and
"Working Hours" means the hours of 09.00 to 17.00 on a Business Day.
"Rental agreement" means a shortened version of these Terms and Conditions, which is approved by the customer before the additional services are taken.

- **In this Agreement:**
  - a reference to this Agreement includes its schedules, appendices and annexes (if any);
  - a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
    - a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - a reference to a gender includes each other gender;
  - words in the singular include the plural and vice versa;
  - any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

- the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- a reference to legislation is a reference to that legislation as in force as at the date of this Agreement.

- **Commencement and term**

These terms commence from the date your 'User account' is created and/ or any other services outline within this document are being provided to the customer. They shall continue in force until all services being provided to the customer have ended, unless terminated earlier by the parties pursuant to clauses 6.12 or 15.

- **Purpose**

On and subject to these terms and conditions the Supplier agrees to;

- Provide the ability for the customer to access their 'user account'
- Provide the ability for the customer to hire the Equipment for the Hire Period
- Provide the ability for the customer to access their user account and generate reports from the data collected from the Equipment.

- **User account**
  - To access our services, you must create an account on the Maple website. You agree to:
    - Provide accurate and current information
    - Maintain the confidentiality of your login credentials
    - Notify us immediately of any unauthorised use.
  - Account Termination

We reserve the right to suspend or terminate accounts that:

- Violate these Terms
- Are inactive for more than 12 months
- Are suspected of fraudulent or unauthorised activity.

- **Hiring of Sensor Kits**
  - Equipment

The Equipment consists of individual sensors and supportive materials which can be used to monitor damp, mould and condensation issues in a building. Sensors are usually hired in a set of three, with a protective case for the external sensor. When monitoring more than one room in a building you can hire an additional room pack that includes two sensors.
The Supplier shall endeavour to ensure that on delivery the Equipment is in working order

- Delivery of the equipment
  - The Supplier shall endeavour to deliver the Equipment to the Delivery Location by the Delivery Date but time of delivery is not of the essence.
  - The Supplier is only required to deliver the Equipment during Working Hours.
  - Unless the Supplier otherwise requires, packaging material accompanying the Equipment shall be disposed of by the Customer at its cost.
  - The Customer shall provide the Supplier with all the assistance it requires to deliver the Equipment.
  - The Customer shall ensure that the conditions at the Delivery Location allow easy and safe delivery of the Equipment.
  - If the Customer does not take delivery of the Equipment on time for any reason, the Supplier may store and insure it pending delivery, and the Customer shall pay the Supplier's storage and insurance charges.
- Customer duties

The Customer shall:

- ensure that the conditions, premises and general environment in which the Equipment is kept and/or used do not adversely affect its condition or functionality or otherwise place put it or any part if it at risk;
- ensure the safety of all staff, residents and others who have access to the Equipment is maintained at all times;
- operate and use the Equipment only for the purposes for which it was designed;
- ensure that all users of the Equipment are suitably trained and skilled staff in accordance with the operating instructions**;**
- maintain the Equipment in good working condition and repair. The Customer shall not modify the Equipment, or replace parts that have become damaged, broken or have been lost; and
- notify the Supplier immediately if the Equipment becomes damaged or breaks.

- Possession and ownership of the equipment
  - The Supplier shall at all times retain ownership of the Equipment and the Customer shall not do or allow to occur anything which might adversely affect the Supplier's right, title or interest in the Equipment.
  - The Customer shall ensure that the Equipment and the premises in which it is housed is kept safe and secure and that a level of security is provided in respect of it as is commensurate with best industry practice.
  - The Customer shall not:
    - lend, lease, sell or otherwise part with possession of the Equipment or represent it may do any of those things; or
    - do anything that causes the Supplier's insurance of the Equipment to become void or voidable.
  - The Customer shall:
    - store the Equipment separately from all other material in the Customer's possession;
    - ensure that the Equipment is clearly identifiable as belonging to the Supplier;
    - not remove or alter any identifying mark on the Equipment; and
    - inform the Supplier immediately if it becomes or is reasonably likely to become subject to any of the events or circumstances set out in clause 6.12.3.
  - The Supplier may inspect the Equipment during Working Hours and the Customer shall permit it access to premises to do so.
- Risk in the equipment

Risk in the Equipment shall pass to the Customer on delivery.

- Insurance
  - The Supplier shall be responsible for insuring the Equipment to its full replacement cost on an 'all risks' basis.
  - The Customer shall ensure they have suitable insurance to cover loss or damage that may arise due to the improper use or damage of the equipment.
- Deposit
  - The Customer shall pay the Deposit on or before the Commencement Date.
  - The Supplier is not obliged to hold the Deposit on trust for the Customer and without prejudice to its duty to repay the Deposit under clause 6.7.3 is free to treat the Deposit as its own monies.
  - Subject to clause 6.7.4, the Deposit shall become repayable to the Customer once confirmation is received that the equipment has not been damaged.
  - The Supplier will aim to repay the deposit (if applicable) within 10 Business days of clause 6.7.3 being confirmed.
  - The Supplier may apply the Deposit against any failure by the Customer to pay any part of the Hire Fees by the due date and against any loss or damage caused to the Equipment by the Customer, failure to return the equipment at the end of the hire period and failing to comply with its obligations under this Agreement. The Customer shall then pay to the Supplier within ten Business Days of a written request from the Supplier any amount owing which is in excess of the Deposit paid.
- Hire fee
  - The Hire Fee payable by the Customer is set out on their Rental agreement and may be increased from time to time by the Supplier.
  - The Hire Fee is exclusive of VAT and the costs of the return delivery and packaging.
  - The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.
- Payment
  - The Hire Fee is payable before the rental agreement will commence.
  - The Customer shall pay all invoices through their User account on the Maple website.
  - Time of payment is of the essence. Where sums due under this Agreement are not paid in full by the due date:
    - the Supplier may, without limiting its other rights, charge interest on such sums at 5% per annum above the Bank of England base rate from time to time in force, and
    - interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

- Shipping and returns
  - The customer is responsible for ensuring;
    - the hired equipment is returned to the requested address by the end of the hire period
    - the equipment is adequately packaged to ensure safe transit
    - adequate insurance and tracking to booked when returning the equipment
    - informing the supplier when the equipment is sent and any tracking details
  - All fees associated with returning the equipment is payable by the Customer.
- Credit limit

The Supplier may set and vary credit limits from time to time and suspend performance of this Agreement supplies if the Customer exceeds such credit limit.

- Termination
  - This Agreement may be terminated by either party giving not less than one months' notice in writing to the other party, with a minimum Hire period of six weeks after the Commencement Date.
  - Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
    - the other party commits a material breach of this Agreement and such breach is not remediable;
    - the other party commits a remediable material breach of this Agreement which is not remedied within ten working days of receiving written notice of such breach; or
    - any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
  - Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
    - stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
    - is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
    - becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
    - becomes subject to a moratorium under the Insolvency Act 1986, Part A1;
    - becomes subject to a restructuring plan under the Companies Act 2006, Part 26A;
    - becomes subject to a scheme of arrangement under the Companies Act 2006, Part 26;
    - has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
    - has a resolution passed for its winding up;
    - has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
    - is subject to any procedure for the taking control of its Equipment that is not withdrawn or discharged within [*seven*] days of that procedure being commenced;
    - has a freezing order made against it;
    - is subject to any events or circumstances analogous to those in clauses 6.12.3.1 to 6.12.3.12 in any jurisdiction; or
    - takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 6.12.3.1 to 6.12.3.12 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
  - The right of a party to terminate the Agreement pursuant to clause 6.12.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- Consequences of termination
  - At the end of the Hire Period or any earlier termination of this Agreement the Customer shall:
    - at its own cost promptly (and as the Supplier may specify) either:

- deliver the Equipment to the Supplier or its nominees at such other location as it may notify to the Customer; or
- make it available for collection by the Supplier or its nominees; and

  - immediately pay all amounts payable by way of the Hire Fee regardless of whether due.
  - On termination of this Agreement for any reason:
    - the Customer shall within five Business Days return any materials of the Supplier then in its possession or control. If it fails to do so, the Supplier may enter any premises owned by or under the control of the Customer and take possession of them; and
    - the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

- The following clauses of this Agreement shall survive termination, howsoever caused: clauses 6, 8, 9, 10, 15, 23, 24, 25 and 26.

- **Use of collected data and report generation**
  - Data Collection and Privacy

You retain ownership of data collected, but grant Maple a non-exclusive license to use it for:

- Report generation
- Service improvement
- Anonymous research and development purposes.

Our Privacy Policy explains how your data is handled.

- Report Accuracy and Interpretation

Reports generated are based on available data and analytical models. Maple:

- Strives for accuracy. Whilst every reasonable step has been taken we cannot guarantee the reliability of the data. The customer should take steps to review and confirm the data before issuing externally.
- Provides reports "as is", without warranty of merchantability or fitness for a particular purpose.

- Customer duties

The Customer shall:

- Not tamper with equipment or falsifying data;
- Respect intellectual property and confidentiality clauses.

- No Medical or Professional Advice

Reports are not substitutes for professional medical, engineering, or environmental advice. You agree not to rely solely on reports for decisions that carry significant risk or liability.

- Report fee
  - The Report fee is payable by the Customer and may be increased from time to time by the Supplier.
  - The Report fee is exclusive of VAT.
  - The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.
- Payment
  - The Report fee is payable before the customer can generate a report.
  - The Customer shall pay all invoices through their User account on the Maple website.
  - Time of payment is of the essence. Where sums due under these Terms are not paid in full by the due date:
    - the Supplier may, without limiting its other rights, charge interest on such sums at 5% per annum above the Bank of England base rate from time to time in force, and
    - interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

- **Limitation of liability**
  - The extent of the Supplier's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
  - Subject to clause 8.5, the liability of the Supplier shall not exceed:
    - £1 million in respect of any one claim or series of related claims; and
    - £2 million in total in respect of all claims.
  - Subject to clause 8.5, the Supplier shall not be liable for any consequential, indirect or special loss.
  - Subject to clause 8.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
    - loss of profit;
    - loss of revenue;
    - loss or corruption of data;
    - loss or corruption of software or systems;
    - loss or damage to equipment;
    - loss of use;

- loss of production;
- loss of contract;
- loss of commercial opportunity;
- loss of savings, discount or rebate (whether actual or anticipated);
- harm to reputation or loss of goodwill; and/or
- wasted expenditure.

- Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following:
  - death or personal injury caused by negligence;
  - fraud or fraudulent misrepresentation;
  - any other losses which cannot be excluded or limited by applicable law;
  - any decisions made or consequential works carried out based on the information provided in the Report
  - misuse of the services in relation to the User Guide that is provided with the kit
  - breach of these Terms
  - violation of relevant laws or third-party rights.

- **Confidential information**
  - Each party undertakes that it will keep any information that is confidential in nature concerning the other party and its Affiliates including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans or strategy (Confidential Information) confidential and that it will not use or disclose the other party's Confidential Information to any person, except as permitted by clause 9.2.
  - A party may:
    - disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 9 as if it were a party;
    - disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
    - use Confidential Information only to perform any obligations under this Agreement.
  - Each party recognises that any breach or threatened breach of this clause 9 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
  - This clause 9 will bind the parties during the Hire Period and for a period of five years following termination of the Rental agreement.

- **Data protection**
  - Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under the General Data Protection Regulations (GDPR).

- **Dispute resolution**
  - Any dispute arising between the parties out of or in connection with the services provided by us shall be dealt with in accordance with the provisions of this clause 11.
  - The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
  - The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
    - Within ten Business Days of service of the notice, the Representatives of the parties shall meet to discuss the dispute and attempt to resolve it.
    - If the dispute has not been resolved within five Business Days of the first meeting of the Representatives, then the matter shall be referred to the Chief Executives (or persons of equivalent seniority). The Chief Executives (or equivalent) shall meet within five Business Days of the date of such referral to discuss the dispute and attempt to resolve it.
  - The specific format for the resolution of the dispute under clause 11.3.1 and, if necessary, clause 11.3.2, shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

- If the dispute has not been resolved within ten Business Days of the first meeting of the Chief Executives (or equivalent) under clause 11.3.2, then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

- **Entire agreement**
  - The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.
  - Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

- **Notices**
  - Notices under this Agreement shall be in writing and sent to a party's registered office or business address, or email address. Notices may be given, and shall be deemed received:
    - by first-class post: two Business Days after posting;
    - by airmail: seven Business Days after posting;
    - by hand: on delivery;
    - by email to info@maple-diagnostics.com in the case of Supplier and the email address in the User Account in the case of the customer.
  - This clause does not apply to notices given in legal proceedings or arbitration.

- **Announcements**

No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of the Supplier, except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.

- **Force majeure**
  - In this Agreement, Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.
  - A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
    - promptly notifies the other of the Force Majeure event and its expected duration; and
    - uses reasonable endeavours to minimise the effects of that event.
  - If, due to Force Majeure, a party:
    - Is unable to perform a material obligation; or
    - Is delayed in or prevented from performing its obligations for a continuous period of more than five Business Days,

either party may terminate this Agreement on not less than four weeks' written notice.

- **Further assurance**

Each party shall, at the request of the other and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

- **Variation**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

- **Assignment**
  - The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).
  - Notwithstanding clause 18.1, the Customer may perform any of its obligations and exercise any of its rights granted under these Terms through any Affiliate, provided that it gives the Supplier prior written notice including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to its rights or obligations under these Terms shall be deemed to be an act or omission of the Customer itself.

- **Intellectual Property**

All content, including software, algorithms, and report templates, are the intellectual property of Maple unless otherwise specified. You may not reproduce, distribute, or create derivative works without written permission.

- **Set off**

Except as expressly set out in this Agreement, each party must pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

- **No partnership or agency**

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties, nor make any party the agent of another party.

- **Severance**

If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.

- **Waiver**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.

- **Third party rights**
  - Subject to clause 24.2, no one other than a party to these Terms, shall have any right to enforce any of its provisions.
  - The Affiliates of the Supplier shall have the right to enforce the provisions of these Terms.

- **Governing law**

These Terms and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

- **Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).
Agreed by the parties on the date set out at the head of this Agreement

- **Amendments**

We may revise these Terms at any time. Continued use of our services after changes implies acceptance.

- **Contact Us**

For questions or concerns, contact us at:

Email: info@maple-diagnostics.com
Phone: 01480 587929
Website: https://maple-diagnostics.com