

Pro Services

Terms and Conditions

Delineation

Fibaro UK Ltd. (hereafter, Fibaro UK) offers a range of premium services, above and beyond standard support and service, to interested parties.

These premium services (hereafter, Pro Services), include but are not limited to:

- Programming
- Advanced Technical Support
- Bespoke Training

Pro Services are a chargeable service that may be contracted as required by an interested individual or organisation (hereafter, Client).

Fibaro UK will provide the client with a quotation (hereafter, Quotation) for an agreed schedule and scope of services (hereafter, Scope of Services). The Scope of Services will be delivered in return for a defined price, which will be paid to Fibaro UK by the client within a defined period (hereafter, Payment Schedule).

Collectively, the Quotation, Scope of Services and Payment Schedule form an agreement (hereafter, Agreement) between the Fibaro UK and the Client (hereafter, the Parties).

General

- 1) All communication with Fibaro UK in regards to Pro Services should be made through the Pro Services email address (ProServices@FibaroUK.co.uk) or the Pro Services telephone number (0203 327 1000).
- 2) Quotations issued by Fibaro UK are valid for 15 days from the date of issue.
- 3) Fibaro UK is not responsible for the installation of equipment unless expressly stated in the Scope of Services.
- 4) Software developed for the Fibaro system, including but not limited to Graphics Block Scenes, Lua scripts, Virtual Devices and Plugins, will be developed for the most recent software version of the Home Center 2 or Home Center Lite unless explicitly stated to the contrary in the Scope of Services.
- 5) Fibaro UK will perform all Pro Services in a good and workmanlike manner and in compliance with applicable laws and regulations. Fibaro UK shall not be held liable for the Client's failure to back up software or data, negligence, human error, intentional or negligent misuse, abuse, destruction or alteration of hardware, software or data, nor shall it be held liable for any losses to the Client, direct or indirect, arising therefrom.
- 6) In no event shall Fibaro UK be liable for any indirect, special, consequential or incidental damages, including any loss of profits, even if Fibaro UK has been advised of the possibility of such damages, nor any claim against the Client or Fibaro UK by any other party arising therefrom.
- 7) Fibaro UK shall not be held liable for any delays or failures caused by circumstances beyond its control, such as government or labour problems, acts of God, fire, flood, riots, strikes, war, accident, interruption in power or telephone services, shortages of supplies, services or equipment, repairs or modifications or other acts performed by third parties, or environmental factors.

- 8) Each party agrees to maintain the confidentiality of all proprietary information which it obtains from the other party. Each party shall use commercially reasonable efforts to preserve the confidentiality of such information and not to disclose the same to any other party without the prior written consent of the other party. Proprietary information of a party shall not include information that:
- a. Is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information.
 - b. Becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party.
 - c. Was known to the recipient or in its possession prior to the date of disclosure by the disclosing party.
 - d. Is furnished by the disclosing party to others with written permission to disclose.
- 9) The Client or their authorized representative may request changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the Client, or their authorized representative. Fibaro UK will provide the Client with a Quotation for such additional costs or cost reductions (hereafter, Change Order). Change Orders shall be paid in full upon acceptance of change and shall not alter the Payment Schedule of the Agreement.
- 10) In performing the Pro Services Fibaro UK may utilise certain pre-existing written or computer coded materials, code, designs and documentation templates that are proprietary to, and owned by Fibaro UK (hereafter, Code Property). Fibaro UK may develop, enhance, modify and improve Code Property during the course of the engagement with the Client. In all events, any and all Fibaro UK Property and all such improvements, enhancements and modifications of Code Property shall continue to be owned by Fibaro UK. Fibaro UK shall continue to be the owner of all Code Property embedded in any deliverable or in the work product under any contract. Fibaro UK shall retain all rights of ownership of all deliverables and work product. The Client does not own or otherwise have any rights to utilize any Code Property that may be provided to it by Fibaro UK in the course of the work, except as specifically authorized by Fibaro UK. Fibaro UK retains any and all rights, title and interest in and to the Code Property, and any and all inventions, which are developed and any and all improvements, implementations, developments and reductions thereto which may be performed by Fibaro UK or persons acting for or on its behalf, including, without limitation, the right to use and re-use the code in any way as it may, in its sole discretion, determine.
- 11) The Client hereby agrees that if the Payment Schedule is not adhered to, Fibaro UK shall have the right to repossess and remove the software from the Client's system.
- 12) Pro Services rendered by Fibaro UK are warrantied against defects in workmanship for a period of three months from completion (hereafter, Warranty Period).
- 13) Pro Services are only warrantied for the Home Center software release under which the Pro Services were completed. Fibaro UK does not guarantee compatibility with any future release of software. Changes to any software in the system will void the Pro Services warranty. It is the Client's responsibility to engage with Fibaro UK to review any proposed changes to the software.
- 14) After the warranty has expired, requests to modify the Code Property will require a new Quotation.

Payment Terms

15) Single payment billing:

- a. 100% payment in advance of work commencing. A pro forma invoice will be sent to the Client and payment must be received into Fibaro UK's account before work will commence.

16) Progress payment billing (amounts and dates stated in the Payment Schedule):

- a. Initial Deposit – due upon acceptance of the Agreement.
- b. Progress Payment – due prior to delivery / upload of the Code Property.
- c. Final Payment – Remainder of cost due on completion of works.

17) Quotations issued by Fibaro UK do not include or cover any unforeseen matters, such as incompatibility of the Client's existing hardware or software, or the absence of support or updates for the Client's existing hardware or software.

18) All payments are due upon receipt of the invoice by the Client. Change Orders shall be paid in full upon acceptance and shall not alter the Payment Schedule.

19) Once Fibaro UK deems the Scope of Services to be complete it will confirm as such in writing to the Client. The Client thereafter has a period of 14 days to notify Fibaro UK of any work it deems to be still outstanding under the Agreement, or the Scope of Services will be deemed complete in full and any remaining balance will become immediately payable.

20) Fibaro UK must be notified seven days in advance of any schedule changes for on-site deployments. The Client will be responsible for any fees incurred as a result of rescheduling travel. If Fibaro UK is not notified seven days in advance The Client will be charged a rescheduling fee equal to the amount that would have been incurred for that day's work, in addition to the travel fees.

21) Fibaro UK must be notified at least three days in advance of any schedule changes for off-site deployments. If Fibaro UK is not notified before this time, The Client will be charged a £120.00 rescheduling fee.

22) Should Fibaro UK incur any expenses in the fulfilment of Pro Services, Fibaro UK will invoice the client for such expenses on fulfilment of the Scope of Services.

23) If payment has not been received, The Client acknowledges that Fibaro UK has the right to suspend work with notice of its intent to do so. Fibaro UK will not be liable for any loss or damages suffered resulting from said suspension nor is this act considered to be in breach of the Agreement. Additionally the Client is responsible for any fees associated with the work suspension.