Elan City WARRANTY EXTENSION CONTRACT
OGBOURNE ST GEORGE PARISH COUNCIL

BETWEEN THE UNDERSIGNED:

OGBOURNE ST GEORGE PARISH COUNCIL
BA14 8JN TROWBRIDGE - United Kingdom

Hereinafter referred to as the "Customer", duly authorised for the purpose of this "contact"

ON THE ONE,

AND:

Elan City, a simplified joint stock company, located at Wilberforce House, Station Road NW4 4QE LONDON, registered in the and Companies Register under no. and represented by its Managing Director, Ms Emmanuelle LANDRU, duly authorised for the purposes hereof,

Hereinafter referred to as Elan City,

ON THE OTHER,

Elan City and the Customer are collectively referred to as the "Parties" and individually as a "Party"

PREAMBLE:

Elan City offers various services to its customers in order to ensure that their EVOLIS equipment is properly maintained, and that they benefit, if necessary, from a commercial warranty extension.

This Contract covers the following equipment (hereinafter the "Equipment"):

Product	Serial number	Delivery date
GB[AS-BT] RADAR SPEED SIGN EVOLIS VISION - SOLAR VERSION - USB/BLUETOOTH	V-00-506-500#23/38-0016	09/11/2023

The Customer wishes to benefit from Elan City experience and skills so that its Equipment is maintained and kept in perfect condition.

This Contract (of which the preamble and any appendices form an integral part) - hereinafter the "Contract" - consequently includes the agreement reached between the Parties after free negotiation and in good faith between the Parties and the Customer declares, by signing this document, that Elan City has provided it with all information necessary for determining its consent.

Article 1: PURPOSE OF THE CONTRACT

The Customer has decided to entrust Elan City, which accepts, with the operations and repair work on the Equipment under the following conditions.

The Parties expressly agree that this Agreement replaces and excludes any other prior written or oral agreement, and in particular any general terms and conditions of purchase of the Customer.

Article 2: DESCRIPTION OF THE SERVICES

Elan City undertakes to carry out the operations and repair work described below, in the event of a Breakdown (the "Services").

A Breakdown under this Contract is defined as the malfunction or lack of functioning of the Equipment, resulting from an internal cause of the Equipment.

Consequently, all breakdowns caused by or originating from vandalism, natural disasters, accidental falls, incorrect use by the Customer (incorrect orientation, obstacle, etc.), or opening (front) or incorrect handling of the Equipment, and more generally any intervention on the Equipment by anyone other than Elan City within the framework of this Contract, are excluded from the scope of this Contract and the definition of the Services.

Because of its expertise, Elan City is the sole judge of the need to organise and carry out the Services, as well as of their scope.

Elan City Warranty Extension Contract:

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Repair of parts and labour at factory	In the event of an observed malfunction : - Mandatory diagnosis with the customer by telephone or by automatic diagnostic tool (on Smartphone or PC) to ensure that it is indeed an Equipment Breakdown. (This is to ensure that the malfunction is not related to an external cause: check the settings, battery voltage, orientation and fuse). In the event of a proven Breakdown: - Retrieval of the Equipment by Elan City transporter: The Customer is responsible for dismantling and packing the Equipment. The original packaging + protective material must be used. If the packaging has not been kept, the Customer will be charged for new packaging - Repair of equipment on Elan City premises: Parts and labour included. (Batteries and external accessories are not covered by the contract). - The Customer is responsible for Equipment installation.
Updating of operating software	On the Customer's request, Elan City will send new software versions by email.
Assistance with software installation	In the event of a new software version or replacement of a workstation, Elan City can provide free installation assistance.
Priority user support	For any questions regarding the use of the Equipment (and software), Elan City can provide the Customer with the necessary telephone assistance and will, on request, make the necessary documents available by email.
Priority treatment of repairs	If a product is returned to our premises, Elan City will treat Customer requests covered by a Warranty Extension Contract as a priority.
3G/4G subscription	If the equipment is covered by this option, the service fee includes connection to the network and access to the dedicated Elan City platform.

PLEASE NOTE:

The following are included in the Services: the cost of transporting the Equipment, software updates, labour, parts, solar panels and small consumables.

Batteries and so-called wearing parts (e.g. fasteners) which may have to be replaced are **expressly excluded** and will be invoiced to the Customer on top at the current rate.In case of necessity, notably in order to remedy any failure and any total or partial dysfunction of the Equipment except in the event of a Breakdown, as well as for necessary compliance with applicable regulations, with the Customer required to bring this constraint to Elan City attention, Elan City intervention will be invoiced at the current rate, if necessary after a preliminary estimate (of the duration and cost of the intervention) duly accepted by the Customer.

At the Customer's request, Elan City may justify by any means, including by transmission of collected data, the non-contractual qualification of the work.

TIMEFRAME FOR THE IMPLEMENTATION OF THE SERVICES:

Following receipt of a written request from the customer (by email: warranty-extension@elancity.co.uk), Elan City undertakes to contact the customer to carry out a diagnosis within 72 hours.

The Breakdown once the Equipment is received by Elan City is generally processed within 10 working days, this period being indicative.

OBLIGATIONS OF THE CUSTOMER

Under the terms of this Agreement, the Customer undertakes:
- not to modify the Equipment or have it modified and to scrupulously comply with instructions transmitted by Elan City and duly inform its employees thereof.
- to give instructions for the installation, orientation and use of the Equipment in accordance with the instructions received from Elan City, so that its operation is not affected.
- to ensure conformity of connections.

The conclusion of this Contract does not exempt the Customer from insuring the Equipment, as well as from taking out third party liability insurance for using the Equipment.

In all circumstances, the Customer undertakes to inform Elan City as soon as possible of any anomalies or accidents in which the Equipment is involved.

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LIABILITY

The Services shall be carried out in accordance with applicable standards and with all due care.

If a failing in the Services is identified, Elan City will only be required to carry out the necessary repairs at its own expense, to the exclusion of any other compensation of any kind.

If it is demonstrated that this defect causes a direct, personal and certain, foreseeable and actual prejudice, Elan City will bear the cost of repairing only established material damages caused to the goods of third parties or to those of the Customer, up to the amount of its own, personal liability.

All damage, all events, all occurrences and all causes combined, the total amount of compensation by Elan City is limited to the amount of the annual remuneration received in accordance with the stipulations of Article 4.

Without prejudice to mandatory statutes that may apply, these provisions define the entire scope of Elan City responsibilities.

The Customer guarantees that its insurers or third parties with which it has contractual relations will waive any right of recourse against Elan City or its insurers beyond the limits and exclusions fixed above.

The term "established" means recognised by Elan City or established by a final court decision.

SUBCONTRACTING OF SERVICES

By express agreement, Elan City may subcontract the services covered by this Contract to any person or company, duly trained in the Services.

Article 3: DURATION OF THE CONTRACT

This Agreement shall take effect, for each item of Equipment concerned, at the end of the commercial warranty granted to the Customer or of the Warranty Extension Contract previously in force between the Parties.

It is concluded for a period of 3 years, either from 09/11/2025 until 08/11/2028.

In the three months preceding the expiry date of the Contract for the first item of Equipment concerned, the Parties shall contact each other to consider the possibility of an extension and the terms and conditions thereof.

Article 4: FINANCIAL TERMS

In return for Elan City obligations, the Customer will pay a global annual fee as defined below.

The fee is expressed exclusive of tax and will be increased by the taxes in force on the day of invoicing.

Product Elan City	Rate Warranty Extension Contract
Radar EVOLIS	**£ 199 excl. tax / year / radar**

The price is firm for the duration of the Contract.

The invoice will be sent in arrears each December (first year of the contract invoiced pro rata) and on the anniversary date of the Contract for the third year.

Spare parts (known as wearing parts) or services outside the Pack will be invoiced after each intervention.

If this Contract is extended beyond its initial term, the Parties shall agree on the new financial conditions applicable. If no agreement is reached, the Elan City rate will apply.

Invoices are payable within 30 days. Interest on arrears equal to three times the official interest rate will be charged and a fixed indemnity for collection costs of £ 40 will be payable.

Article 5: FORCE MAJEURE

Elan City cannot be held liable if the non-performance or a delay in the performance of one of its obligations, described in this contract, results from a case of force majeure understood to mean an unpreventable event that was reasonably unforeseeable at the time of the Contract was entered into.

Article 6: TERMINATION

In the event of sufficiently serious non-performance of any of the obligations incumbent on the other Party under this Contract, the Party that is the victim of the default may, if it sees fit, notify the defaulting Party of the termination of this Contract by registered letter with acknowledgement of receipt, thirty (30) days after formal notice to perform has elicited no response.

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Article 7: PERSONAL DATA

Within the framework of the performance of this Contract, the Customer is informed that the following personal data are collected and processed by Elan City in its capacity as data controller: name and surname, email address(es) of one or more of the Customer's physical person(s).

This information is essential for the execution and monitoring of the Service Agreement.

These data are processed for the following purposes:

• Management of the Warranty Extension Contract, returns and invoicing.
• Correspondence relating to the performance of this contract.
• Delivery.
• Traceability of equipment.
• Management of unpaid bills and disputes.
• Compliance with statutory and regulatory obligations.

They are not intended at any time to be sold, given or rented to third parties, unless Elan City is required to do so by law or the courts. The Customer is however informed that this information is transmitted to the carrier in charge of the delivery of the Equipment.

These data are kept by Elan City for the duration of the commercial relationship and for 5 years following the end of the loan.

Natural persons concerned by this processing are informed of their right to access, rectify and, under certain conditions, object to and delete personal data processed by Elan City. These rights can be exercised by writing to the following address: warranty-extension@elancity.co.uk.

Article 8: MISCELLANEOUS

1. This Contract contains all the terms and conditions on which the Customer and Elan City have agreed. It supersedes any previous documents or agreements relating to its subject matter.

2. All modifications to the provisions of this contract will be decided and agreed upon between the Customer and Elan City and will be set out in a written amendment.

3. As this Contract is concluded intuitu personae (commune concerned), the Customer is prohibited from assigning or transferring in any way whatsoever, directly or indirectly, the rights and obligations resulting from it, without the express, prior and written agreement of Elan City.

4. Under no circumstances can Elan City tolerance or benevolence in the face of a Customer's non-performance be raised later as a precedent, nor as an acquired right or any form of waiver.

5. With a view to ensuring the performance of the Contract in the best possible conditions, the Parties undertake to communicate to each other any information that may be useful to enable the best possible maintenance of the Equipment and the management of the corresponding files.

Jurisdiction

ANY DISPUTE RELATING TO OR ARISING FROM THIS CONTRACT, INCLUDING THOSE CONCERNING ITS SIGNATURE, VALIDITY, INTERPRETATION OR PERFORMANCE, OR ANY POSSIBLE MODIFICATION OR TERMINATION, WHICH IS NOT SETTLED AMICABLY WITHIN THIRTY CALENDAR DAYS OF ITS NOTIFICATION TO THE OTHER PARTY, SHALL BE SUBMITTED ON THE INITIATIVE OF THE PARTY THAT FIRST TAKES THE INITIATIVE TO THE COMPETENT COURTS.

Article 9: COMPLIANCE

The representative of the company Elan City, referred to above, affirms, under penalty of automatic termination of the Contract, that it is not subject to any applicable prohibitions.

Done in 2 copies in London, on 20/08/2025

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Contract reference : UK869

OGBOURNE ST GEORGE PARISH COUNCIL

Representant,
Mr Ms

Elan City
Managing Director,
Ms Emmanuelle LANDRU
P.O

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