DATED - MAY 2024

TERMS AND CONDITIONS FOR THE SUPPLY OF EQUIPMENT / SALE EQUIPMENT AND SERVICES

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The Customer's attention is particularly drawn to the provisions of clause 16 **(Limitation of liability).**

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Additional Service: an additional Service which is taken out by the Customer after the original Commencement Date whilst Services continue to be performed by the Supplier (during the term).

Automatic Renewal: means an automatic renewal of your contract for a further 30 days or 12 months (as provided for on the Order Form) after the initial Minimum Term and each subsequent renewal thereafter.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day with the exception of Fridays where closing is 4.30.pm.

Charges: the charges payable by the Customer for the price of Equipment, Sale Equipment and / or the supply of services by the Supplier, as set out in the Order Form

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 21.8.

Contract: the contract between the Supplier and the Customer for supply of Services, the sale of Equipment and or sale of Sale Equipment in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Customer: the person or firm who purchases the Services, Equipment or Sale Equipment from the Supplier.

Customer Equipment: means any device or apparatus which is used by the Customer to obtain the Services in conjunction with a SIM Card

Delivery Location: has the meaning given in clause 8.1.

Early Termination Fee: means the Customer's average monthly spend under the Contract (when the Customer has been using the Service normally), multiplied by the

number of complete months remaining until the Contract which would otherwise have expired (up until the Minimum Term or the period of automatic renewal (if applicable)).

Equipment: means equipment, hardware and / or software which is owned by the Supplier, or its suppliers and provided to the Customer as part of the Service plus any additional equipment as agreed between the parties to be supplied from time to time following the Commencement Date (for the avoidance of doubt Equipment includes equipment secured by way of the Kit Fund but is not including Sale Equipment)

Force Majeure Event: has the meaning given to it in clause 20.

Intellectual Property Rights: patents, , rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Kit Fund: the fund allocated to the Customer to allow it to purchase equipment in connection with the Services.

Minimum Term: The minimum term of the contract set out in the Order Form

Network: the telecommunication systems the Supplier uses to provide the Services

Order Form: the document setting out the agreed commercial terms relating to the Supplier's supply of Services, Equipment and / or Sale Equipment.

Regulations: the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Sale Equipment: equipment that the Supplier agrees to sell to the Customer as per clause 7 pursuant to these conditions.

Services: the services supplied by the Supplier to the Customer as set out in the Order Form, plus any Additional Service that the Supplier agrees to supply to the Customer from time to time, pursuant to these Conditions.

SIM Card: means the Subscriber Identity Module supplied by the Supplier.

Sub-Contractors: those persons with whom the Supplier enters into a Sub-Contract or its servants or agents, and any third party with whom that third party enters into a sub-contract or its servants or agents.

Supplier: G-Force Communications Ltd registered in England and Wales with company number 05415619 registered office being Solutions House, Whitworth Court, Runcorn, Cheshire WA7 1WA.

Supplier Materials: has the meaning given in clause 4.1(k).

Term: the term of the Contract (including any extension subject to an Additional Service), being from the Commencement Date until the Minimum Term and thereafter continuing for the period of automatic renewal and until notice is served in accordance with these Conditions.

Third Party Services: means any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Hosted Services by the Supplier from time to time in circumstances where the Customer must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider.

Warranty Period: has the meaning given in clause 9.1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax.

(f) Clause headings shall not affect the interpretation of these Conditions

2. Basis of contract

2.1 The Order Form constitutes an offer by the Customer to purchase Equipment, Sale Equipment and / or Services in accordance with these Conditions.

2.2 The Order Form shall only be deemed to be accepted when the Supplier issues written acceptance of the Order Form at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment, Sale

Equipment and / or Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid on the date of issue.

2.6 All of these Conditions shall apply to the supply of Equipment, Sale Equipment and Services except where application to one or another is specified.

2.7 Clauses 2.8 to 2.16 (inclusive) shall apply only if the Customer is contracting as a "consumer" (as defined by regulation 4 of the Regulations)

2.8 Subject to any other provisions in these Conditions and only if the Customer is contracting as a consumer, the Customer may terminate the Contract by serving notice in writing on the Supplier within 14 days of the Commencement Date, or, in the case of Sale Equipment or Services including Equipment, within 14 days of the date on which such Equipment or Sales Equipment comes into the physical possession of the Customer (i.e. a 'cooling off' period), and no Early Termination Fee shall be payable. If the Customer provides such notice, the Supplier will reimburse all payments made by the Customer (other than non-standard delivery charges of any Equipment or Sales Equipment), unless clauses 2.11, 2.14 or 2.15 are applicable. For the avoidance of doubt, if the Customer wishes to terminate the Contract in respect of an Additional Service they may do so within 14 days of the Supplier accepting the order of such Additional Service, but said notice of termination shall only serve to terminate that particular Additional Service and specifically does not terminate the Contract and the other on-going Services being provided to the Customer at that time.

2.9 If the Customer:

(a) gives notice to cancel the Contract in accordance with clause 2.8; and

(b) has already taken physical possession of any Equipment or Sale Equipment before cancellation, then the Customer shall, at its own expense and subject to clause 2.10, return such Equipment or Sale Equipment to the Supplier within 14 days of cancellation.

2.10 Clause 2.9 shall not apply to any Equipment or Sale Equipment to the extent that such Equipment or Sale Equipment has already been installed and cannot be uninstalled without damaging the Equipment or Sale Equipment, or has been otherwise damaged (to the extent that the value of the Equipment or Sale Equipment is diminished by any amount

as a result of handling of the Equipment or Sale Equipment by the Customer beyond what is necessary to establish the nature, characteristics and functioning of the Equipment or Sale Equipment, in accordance with regulation 34(9) of the Regulations) by the Customer, in which case the Customer shall remain liable for the full Charges (or part of the Charges if such Equipment or Sale Equipment's value has been diminished but it can be reused for its original purpose by the Supplier) in relation to such Equipment or Sale Equipment and (in the case of Equipment or Sale Equipment that has been damaged to the extent that it cannot be reused for its original purpose by the Supplier only) may not return it.

2.11 Unless the Contract is deemed to be a "distance contract" (as defined by regulation 5 of the Regulations) or an off-premises contract, in which case clauses 2.12 to 2.15 (inclusive) shall apply, then, for the avoidance of doubt, the Supplier may begin to provide the Services (or any Additional Service) from the Commencement Date (or the date of the Supplier accepting the order for any Additional Service). If the Customer subsequently gives notice to cancel the Contract in accordance with clause 2.8, the Customer shall:

(a) be liable for the full Charges in relation to any Services (or Additional Service) that the Supplier has fully performed prior to the date of any cancellation in accordance with clause 2.8; and

(b) be liable for any Charges (calculated on a pro-rata basis) for any Services (or Additional Service) to the extent that they have been partly performed by the Supplier prior to the date of cancellation in accordance with clause 2.8.

2.12 Notwithstanding any other provisions in these Conditions, if:

(a) the Customer is contracting as a consumer; and

(b) the Contract is deemed to be a distance contract or an off-premises contract, then the Supplier shall not begin providing the Services (or any Additional Service) until 14 days after the Commencement Date (or the date of the supplier accepting the order for any Additional Service) unless the Customer has provided express permission (by written notice or by checking the appropriate box on the Order Form) for the Supplier to do so.

2.13 Notwithstanding any other provisions in these Conditions, if:

(a) the Customer is contracting as a consumer;

(b) the Contract is deemed to be a distance contract or an off-premises contract;

(c) the Customer has not provided the Supplier with permission to begin providing the Services (or any Additional Service) in accordance with clause 2.12;

(d) the Customer has already made any payments to the Supplier under the Contract; and

(e) the Customer subsequently gives notice to cancel the Contract in accordance with clause 2.8, the Supplier will reimburse all such payments made by the Customer (other than non-standard delivery charges of any Equipment or Sale Equipment), regardless of whether the Supplier has carried out any Services already or provided any Equipment or Sale Equipment. The Customer shall return any Equipment or Sale Equipment in accordance with clause 2.9 (subject always to clause 2.10).

2.14 Notwithstanding any other provisions in these Conditions and only if:

(a) the Customer is contracting as a consumer;

(b) the Contract is deemed to be a distance contract or an off-premises contract;

(c) the Customer has provided the Supplier with permission to begin providing the Services (or any Additional Service) in accordance with clause 2.12;

(d) the Supplier has fully performed the Services (or any Additional Service) within 14 days of the Commencement Date; and

(e) the Customer subsequently gives notice to cancel the Contract in accordance with clause 2.8, then the Customer shall be liable for the full Charges in relation to the Services (or any Additional Service) (but no Early Termination Fee shall be payable).

2.15 Notwithstanding any other provisions in these Conditions and only if:

(a) the Customer is contracting as a consumer;

(b) the Contract is deemed to be a distance contract or an off-premises contract;

(c) the Customer has provided the Supplier with permission to begin providing the Services (or any Additional Service) in accordance with clause 2.12;

(d) the Supplier has partly performed the Services (or any Additional Service) within 14 days of the Commencement Date; and

(e) the Customer subsequently gives notice to cancel the Contract in accordance with clause 2.8, then the Customer shall be liable for any Charges (calculated on a pro-rata basis) for any Services (or any Additional Service) to the extent that they have been partly performed by the date of cancellation (but no Early Termination Fee shall be payable).

2.16 Any reimbursements made in accordance with clauses 2.8 or 2.13 shall be made by the Supplier:

(a) within 14 days of the Supplier receiving notice that the Customer wishes to cancel the Contract in accordance with clause 2.8; or

(b) in relation to Equipment or Sale Equipment, within 14 days of the Supplier taking physical possession of the Equipment or Sale Equipment.

2.17 If the Contract requires equipment or a subscription to be ordered or procured from a third party services provider by the Supplier, and the third party services provider rejects such order or subscription by the Supplier, then the Supplier shall be entitled to terminate the Contract with immediate effect by giving written notice to the Customer**.**

2.18 No order which has been acknowledged by the Supplier may be cancelled by the Customer, except with the agreement in writing of the Supplier and provided that the Customer indemnifies the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

2.19 Nothing in these Conditions creates any form of contractual relationship between the Customer and any third party services provider.

2.20 The Supplier does not have authority to act as agent for, or to bind, any other third party services provider in any way.

3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with the Order Form in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services set out in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

3.3 The Supplier shall supply the Services to the Customer and will use all reasonable endeavours to ensure that the Services are made available to the Customer, but the Customer agrees and acknowledges that the ability to use the services depends on the availability of suitable Third Party Services, Network Operators and the operation of Networks, which are outside the Supplier's control.

3.4 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill, but the Customer accepts and acknowledges that the Services are not fault free, and may be impaired by factors beyond the Supplier's control such as (but not limited to) excessive network traffic, radio interference, geographical, topographical, atmospheric

and other conditions. It is the Customer's responsibility to ensure that it has appropriate contingency plans in place to address such factors.

4. Customers Obligations

4.1 The Customer shall:

(a) ensure that the terms of the Order Form are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, and the employees, agents, consultants and sub-contractors of any third party services provider with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier or any third party services provider or network operator with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services and meet any related costs;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) notify the Supplier immediately if it becomes aware of any fault or operational issue in the Services

(h) comply with all applicable laws and regulatory provisions, including health and safety laws;

(i) not use the Services fraudulently or in connection with a criminal offence;

(j) not use the Services in a way that contravenes any third party's rights or licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;

(k) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

(l) ensure that the Customer's Equipment is compatible and suitable for the purpose for which it is intended to be used. The Supplier accepts no responsibility for any interruption or failure to the Service which is a consequence of the Customer's Equipment;

(m) Not reproduce, duplicate copy, sell, trade or resell the Services for any purpose unless the Supplier has provided their express permission;

(n) Immediately reimburse the Supplier if the Supplier incurs any liability whatsoever (from a third party or otherwise) in respect of clauses 4.1(a) to 4.1(l) inclusive; and

(o) acknowledge and agree that the Equipment / Sale Equipment and / or Services provided by the Supplier through third parties or using third-party Intellectual Property are subject to the terms and conditions of any applicable Contracts between Supplier and such third parties. Customers shall comply, and shall cause its Affiliates to comply, with the terms of such Contracts to the extent they are relevant to the receipt of the Equipment and / or Services and to the extent that such terms are known to Customer or its Personnel.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default on an indemnity basis.

4.3 Fair usage

(a) The Supplier reserve the right to temporarily suspend services if high volumes of data usage being consumed in a small amount of time.

(b) Any additional service usage utilised in excess of the Customer selected bundle will be charged in addition to the standard charges at the Suppliers or Third Party Service Provider’s standard Tarriff rates.

5. Kit Fund

5.1 The Supplier may offer the Customer a one off cash-back offer / Kit Fund subject to the provisions set out in the Order Form.

5.2 Any Kit Fund and any Equipment supplied that has been charged to a Kit Fund, are supplied by the Supplier in return that the Customer completes the Minimum Term of the corresponding Service Contract, as applicable.

5.3 At the end of the Minimum Term of the corresponding Service Contract, as applicable, should the Customer's Kit Fund be in a negative position then the Customer acknowledges and agrees to the Supplier invoicing the full amount, and to pay that amount in line with the Supplier's standard payment terms.

5.4 Where the Customer terminates any Service prior to the expiry of the Minimum Term, the Customer shall pay to the Supplier a lump sum termination payment calculated as the total amount of the Kit Fund initially provided to the Customer at the point of connection or renewal, as applicable, minus any unspent amount currently held by the Supplier.

5.5 Where the Customer terminates any Service prior to the expiry of the Minimum Term, and the Kit Fund has been fully utilised by the Customer, the Customer shall pay to the Supplier a lump sum equal to the Kit Fund provided for the Service(s) in question, based on the value of the Kit Fund provided at the commencement of the current minimum period.

5.6 Where the Customer terminates any Service prior to the expiry the Minimum Term and equipment has been supplied either free of charge or at a reduced rate, the Customer shall pay to the Supplier a lump sum equal to the equipment provided for the Service(s) in question, based on the market value of the equipment provided at the commencement of the current minimum period.

6. Equipment

6.1 The quantity and description of the Equipment shall be set out in the Supplier's Order Form and / or manufacturer's specification.

6.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.

6.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

6.4 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where the Supplier is not the

manufacturer of the Equipment, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Supplier.

6.5 Title in the Equipment does not pass to the Customer and remains at all times with the Supplier or its suppliers unless set out otherwise in the Order Form. Title in accessory items to Equipment may pass to the Customer as explicitly stated in the Order Form.

6.6 The Customer will:

(a) Only use the Equipment for the purposes of receiving or using the Services in accordance with this Contract;

(b) comply with any instructions provided by the Supplier in respect of the equipment (including in relation to the return of any Equipment);

(c) be responsible for the Equipment when it is in the Customer's possession and will not add to, modify or in any way interfere with the Equipment (including to not remove, tamper with and/or obliterate any words or labels on it), nor allow anyone else to do so;

(d) be liable to the Supplier for any loss or damage to the Equipment except where it can be shown that the Supplier was responsible for such loss or damage.

(e) not have the Equipment repaired or serviced except as authorised by the Supplier;

(f) not attempt to let, sell, charge or otherwise deal with the Equipment in any way inconsistent with the Supplier’s ownership of such Equipment

(g) keep the Equipment fully insured for risk of loss, theft, destruction, damage and to inform the Supplier if the Equipment is lost, stolen or damaged;

(h) notify the Supplier immediately if the Equipment is damaged, lost or stolen;

(i) not create or allow any changes, liens, pledges or other incumbrances to be created over the equipment;

(j) permit the Supplier to inspect or test the Equipment at all times on reasonable notice and, following the termination of the Service(s), to recover it; and

(k) if requested by the Supplier, return, or arrange for the return of the Equipment to the Supplier strictly in line with the Supplier's instructions.

6.7 Certain elements of Services are dependent upon the Customer using the Equipment. If the Customer does not use the correct Equipment, then:

(a) The Services may not function correctly;

(b) The Supplier may choose not to provide the Customer with the relevant Services; and

(c) The Supplier shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

6.8 Where Title in the Equipment remains with the Supplier, if the Equipment is not returned following expiry of the Term or is damaged in any way during the Term then the Customer must inform the Supplier immediately and within 7 days pay for the Equipment at the then retail purchase cost from time to time, or such equivalent replacement cost if the item of Equipment is no longer available for purchase.

6.9 The Supplier reserves the right to add to, substitute, or to discontinue any item of Equipment at any time. The Supplier does not guarantee the continuing availability of any particular item of Equipment.

7. Sale Equipment

7.1 All representations as to the performance of the Sale Equipment are based on the information supplied by the manufacturer of the Sale Equipment and related to their performance in normal working conditions and when used correctly in accordance with the manufacturers' installations and user instructions.

7.2 Unless otherwise agreed, Sale Equipment supplied will be in accordance with the manufacturers' normal designs and specifications current at the date of manufacture or delivery and the supply by the Supplier of Sale Equipment differing from any contractual or pre-contractual specifications or descriptions shall not be in breach of the Contract in so far as the Sale Equipment is of approximately equivalent performance to the Sale Equipment referred to in such specifications and descriptions.

7.3 The Supplier undertakes to credit the account of the Customer (if any) or to remedy free of charge by repair or replacement any defects in the Sale Equipment covered under the manufacturer's guarantee provided that the Customer notifies the Supplier promptly of any such defect and where the Customer arranges for the prompt return to the Supplier of the defective Sale Equipment at the Customer's risk and expense.

8. Delivery

8.1 The Supplier shall arrange for delivery of the Equipment and / or Sale Equipment to the location set out in the Order Form or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Equipment and / or Sale Equipment are ready.

8.2 Delivery of the Equipment and / or Sale Equipment shall be completed on the completion of unloading of the Equipment and / or Sale Equipment at the Delivery Location.

8.3 Any dates quoted for delivery of the Equipment and / or Sale Equipment are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment and / or Sale Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment and / or Sale Equipment.

8.4 If the Supplier fails to deliver the Equipment and / or Sale Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Equipment and / or Sale Equipment of similar description and quality at the cheapest market price available, less the price of the Equipment and / or Sale Equipment. The Supplier shall have no liability for any failure to deliver the Equipment and / or Sale Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment and / or Sale Equipment.

8.5 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and / or Sale Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment and / or Sale Equipment. If the Supplier is prevented from carrying out delivery or installation because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.

8.6 If the Customer fails to accept delivery of the Equipment and / or Sale Equipment within three Business Days of the Supplier notifying the Customer that the Equipment and / or Sale Equipment are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Equipment and / or Sale Equipment:

(a) delivery of the Equipment and / or Sale Equipment shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Equipment and / or Sale Equipment were ready; and

(b) the Supplier shall store the Equipment and / or Sale Equipment until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

8.7 If ten Business Days after the day on which the Supplier notified the Customer that the Equipment and / or Sale Equipment were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Equipment and / or Sale Equipment and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Equipment and / or Sale Equipment.

8.8 The Customer shall be deemed to have accepted the Sale Equipment when the Customer has had 2 working days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with Clause 9.

8.9 The Supplier may deliver the Equipment and / or Sale Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9. Warranty

9.1 The Supplier warrants that on delivery and for a period 12 months (but in the case of software 90 days) from the date of delivery (**Warranty Period**) the Equipment and / or Sale Equipment shall:

(a) conform in all material respects with their description and any applicable manufacturers specification;

(b) be free from material defects in design, material and workmanship;

(c) be fit for any purpose held out by the Supplier.

9.2 Subject to clause 9.5, if:

(a) the Customer gives notice in writing during the Warranty Period to the Supplier within 2 working days of when the Customer discovers or ought to have discovered that some or all of the Equipment and / or Sale Equipment do not comply with the warranty set out in clause 9.1;

(b) the Supplier is given a reasonable opportunity of examining such Equipment and / or Sale Equipment; and

(c) the Customer (if asked to do so by the Supplier) returns such Equipment and / or Sale Equipment to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Equipment and / or Sale Equipment, or refund the price of the defective Equipment and / or Sale Equipment in full.

9.3 In the event that Equipment and / or Sale Equipment are provided to replace Equipment and / or Sale Equipment which has failed within the Warranty Period, the replacement shall be under warranty for the unexpired portion of the 12 month period.

9.4 Following any upgrade or replacement of Equipment the Supplier shall reserve the right to request the safe return of any such Equipment in which the Supplier retains title from the Customer to the Supplier at the Customer’s expense.

9.5 The Supplier shall not be liable for the Equipment and / or Sale Equipment failure to comply with the warranty set out in clause 9.1 if:

(a) the Customer makes any further use of such Equipment and / or Sale Equipment after giving a notice in accordance with clause 9.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment and / or Sale Equipment or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

(d) the Customer alters or repairs such Equipment and / or Sale Equipment without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Equipment and / or Sale Equipment differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.6 Except as provided in this Clause 9, the Supplier shall have no liability to the Customer in respect of the Equipment and / or Sale Equipment failure to comply with the warranty set out in clause 9.1.

10. Title and risk

10.1 The risk in the Equipment and / or Sale Equipment shall pass to the Customer on completion of delivery.

10.2 Notwithstanding risk in the Equipment and / or Sale Equipment passing to the Customer in accordance with paragraph 10.1, the title to and legal and equitable ownership of the Equipment and / or Sale Equipment shall not pass to the Customer, until payment is received in full by the Supplier in respect of all Equipment and / or Sale Equipment supplied by the Supplier to the Customer from time to time, and the Customer acknowledges that until such payment is made in full it is in possession of the Equipment and / or Sale Equipment solely as a fiduciary of the Supplier.

10.3 Until title to the Equipment and / or Sale Equipment has passed to the Customer, the Customer shall:

(a) store the Equipment separately from all other Equipment held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

(c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 17.1(a) to clause 17.1(h); and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Equipment; and

(ii) the ongoing financial position of the Customer.

10.4 The Customer's rights to possession of the Equipment and / or Sale Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 17 arise or if the Customer encumbers or in any way changes the Equipment and / or Sale Equipment, or if the Customer fails to make any payment to the Supplier on the due date.

10.5 Until ownership of the Equipment and / or Sale Equipment is transferred to the Customer in accordance with clause 10.2, the Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment and / or Sale Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Equipment and / or Sale Equipment shall be borne by the Customer.

10.6 Subject to clause 10.7, the Customer may resell or use the Equipment and / or Sale Equipment in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Equipment and / or Sale Equipment. However, if the Customer resells the Equipment and / or Sale Equipment before that time:

(a) it does so as principal and not as the Supplier's agent; and

(b) title to the Equipment and / or Sale Equipment shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

10.7 At any time before title to the Equipment and / or Sale Equipment passes to the Customer, the Supplier may:

(a) by notice in writing, terminate the Customer's right under clause 10.6 to resell the Equipment and / or Sale Equipment or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Equipment and / or Sale Equipment in its possession that have not been resold, or irrevocably incorporated into another

product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment and / or Sale Equipment are stored in order to recover them.

10.8 The Customer is required to inspect the Sale Equipment on receipt and to notify the Supplier in writing of any defects or complaints within 7 days.

10.9 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this Condition 10 shall remain in effect.

11. Charges and payment

11.1 The price for Equipment and / or Sale Equipment and Services:

(a) shall be the price set out in the Order Form and

(b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment and / or Sale Equipment, which shall be invoiced to the Customer.

11.2 The Charges will be calculated by reference to the Tariff provided to the Customer. The Customer acknowledges that the Supplier has agreed to supply the Services at the agreed Tarriff on the basis that the Minimum Term be completed.

11.3 In the event of any alleged minor defect, then the Customer shall not be entitled to withhold more than a proportionate amount of the sum due.

11.4 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

11.5 If the Contract requires equipment or a subscription to be ordered or procured from a third party services provider by the Supplier, the Supplier reserves the right to pass on any disbursements, expenses or additional charges to the Customer where such costs are imposed on the Supplier by such third party services provider in relation to the Equipment or Service.

11.6 The Supplier reserves the right to:

(a) Increase the charges for the Services on an annual basis with effect from April each year in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index; plus an additional 3.9%;

(b) Upon 28 days notice or as much notice as reasonably practicable in the circumstances, the Supplier reserves the right to pass on any price increase (in its Charges) to the Customer where such change arises as a consequence of changes imposed by third parties, including third party manufacturers or suppliers or a regulatory body for example. This clause 11.5(b) shall include any aspect of the Services that becomes more expensive for the Supplier to provide, for reasons of currency fluctuations, trade tariffs or otherwise.

(c) increase the price of the Equipment and / or Sale Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment and / or Sale Equipment to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Equipment and / or Sale Equipment ordered; or

(iii) any delay caused by any instructions of the Customer in respect of the Equipment and / or Sale Equipment or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Equipment and / or Sale Equipment.

11.7 In respect of Sale Equipment, the Supplier shall invoice the Customer prior to completion of delivery. In respect of Equipment the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer monthly.

11.8 The Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

11.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.

11.10 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 17, the Supplier shall be entitled to:

(a) terminate the Contract or suspend any further deliveries of Equipment and / or Sale Equipment and suspend any Services (whether ordered under the same contract or not) to the Customer;

(b) appropriate any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other contract between the Customer and the Supplier) as it thinks fit (despite any purported appropriation by the Customer);

(c) charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment at the annual rate of 4% above the Bank of England base rate from time to, but at 4% a year for any period when that base rate is below 0%, accruing on a daily basis. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

(d) suspend all further delivery, installation or warranty service until payment has been made in full;

(e) make a storage charge for any undelivered Equipment and / or Sale Equipment at its current rates from time to time; and

(f) stop any Equipment and / or Sale Equipment in transit.

11.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Direct Debit

12.1 In accordance with the terms of the Order Form, the Customer must pay for all Services by way of direct debit.

12.2 A direct debit guarantee is offered by all banks and building societies that take part in the direct debit scheme, and the Customer is advised to familiarise itself with the terms of said guarantee.

12.3 If a direct debit bounces then the Supplier reserves the right to charge an administration fee of £15.

12.4 The Customer authorises the Supplier to vary the amount, frequency and time of any Direct Debit to such level as the Supplier deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer, and/or (b) to reduce such indebtedness of the Customer to the Supplier and/or (c) to such other

operational matter affecting the Services as the Supplier shall in its discretion deem reasonable.

13. Intellectual property rights

13.1 All Intellectual Property Rights in or arising out of or in connection with the Equipment, Sale Equipment and / or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier or (as the case may be) third party rights (who in such circumstances shall have licenced the same to the Supplier).

13.2 To the extent possible, the Supplier grants to the Customer a non-exclusive and non-transferable licence to use the Equipment for the sole purpose of the Services. The Customer is strictly forbidden from reproducing all or any part of the Equipment, save for the Customer will be entitled to make a single back-up copy for security purposes only.

13.3 Copyright in all documents, drawings, software, manuals and information including if applicable any access codes supplied to the Customer in connection with the Contract remain vested in the Supplier or the copyright owner. Such documents, drawings, software, manuals and information are confidential and will not be copied, disclosed, de-compiled, modified, used or made available to third parties (except for the purpose for which they were supplied), and nor will the Customer knowingly permit any third party to do so, without the Supplier's prior written consent or otherwise in accordance with these Conditions.

13.4 In relation to the Software:

(a) the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;

(b) nothing contained in these conditions shall be interpreted as an assignment of any Intellectual Property Rights in the Software or user manuals; and

(c) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence Contracts, terms of use and registration requirements relating to them.

13.5 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

14. Data protection

14.1 The following definitions apply in this clause 14:

(a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

(b) **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

(c) **Domestic Law**: the law of the United Kingdom or a part of the United Kingdom.

14.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.3 In setting up and administering an account for the Customer with the Supplier, the Supplier acts as an independent Controller. In all other respects, including but not limited to:

(a) the introduction by the Supplier of the Customer to a third party service provider ("Third Party") and the transfer of relevant Customer data to a Third Party to enable the Third Party to set up their service and the Supplier has no other responsibility under the Data Protection Laws in respect of those services; and

(b) the supply of the Services (and in respect of which the Supplier has no other responsibility under the Data Protection Laws in respect of those services).

14.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.

14.5 Without prejudice to the generality of clause 14.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

14.6 Without prejudice to the generality of clause 14.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

(a) Comply with Data Protection Laws when processing personal data;

(b) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;

(c) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(e) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(f) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(g) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

14.7 The Customer consents to the Supplier appointing any third party processor of Personal Data under the Contract provided that:

(a) the Sub-Contractor has either entered into a direct contract with the Customer or a contract with the Supplier which incorporates the provisions equivalent to those in this agreement in relation to confidentiality, data protection and security;

(b) where a Sub-Contractor is appointed pursuant to this clause 14.7, the Supplier shall remain liable for the acts and omissions of that Sub-Contractor as if they were the Supplier's own; and

(c) shall notify the Customer of any intended changes to sub-processors or the sub-processing terms.

14.8 The Customer acknowledges that the Supplier is reliant on the Customer alone for direction as to the extent the Supplier is entitled to use and Process the Personal Data. The Supplier shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to the Supplier's actions to the extent that such actions directly result from instructions received from the Customer.

14.9 The Customer shall, at all times during and after the Term, indemnify the Supplier and keep the Supplier indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Supplier arising from any breach of the Customer's obligations under this clause 14.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. Limitation of liability

16.1 References to liability in this clause 16 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

16.3 Nothing in this clause 16 shall limit the Customer's payment obligations under the contract.

16.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) Death or personal injury caused by negligence, or the negligence of its personnel, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) defective products under the Consumer Protection Act 1987; and

(e) any other liability which cannot be limited or excluded by applicable law.

16.5 Subject to clause 16.2 and clause 16.4, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the amount paid by the Customer to the Supplier in the preceding 12 months before the purported breach in respect of that particular Service, Equipment and or Sale Equipment ("**cap**").

16.6 The cap on the Supplier's liability under clause 16.5 shall be reduced by:

(a) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

16.7 This clause 16.7 sets out specific heads of excluded loss and exceptions from them:

(a) Subject to clause 16.2 and clause 16.4, clause 16.7(c) identifies the kinds of loss that are not excluded. Subject to that, clause 16.7(b) excludes specified types of loss.

(b) The following types of loss are wholly excluded:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of time, opportunity or use;

(v) business interruption or wasted expenditure;

(vi) loss of anticipated savings;

(vii) loss of use or corruption of software, data or information;

(viii) loss of or damage to goodwill; and

(ix) indirect or consequential loss.

(c) The following types of loss and specific loss are not excluded:

(i) sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Equipment, Sale Equipment or Services not provided in accordance with the Contract;

(ii) additional costs of procuring and implementing replacements for, or alternatives to, Equipment, Sale Equipment or Services not provided in accordance with the Contract. These include consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials; or

(iii) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

16.8 The Supplier has given commitments as to compliance of the Services, Equipment and Sale Equipment with relevant specifications in clause 3, clause 6 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

16.9 This clause 16 shall survive termination of the Contract.

17. Termination

17.1 Without affecting any other right or remedy available to it, The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(b) the Customer fails to pay any amount due under the Contract on the due date for payment;

(c) there is a change of Control of the Customer;

(d) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(e) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(f) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(g) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or

(h) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

17.2 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Equipment and / or Sale Equipment under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 17.1(a) to clause 17.1(h), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

17.3 Without limiting its other rights or remedies, the Supplier shall have the right to terminate the Contract by giving the Customer 30 days' written notice if there is a substantial adverse impact on the Supplier's ability to perform its obligations under the Contract, and no Early Termination Fee shall be payable by the Customer.

17.4 Without limiting its other rights or remedies, the Supplier shall have the right to terminate the Contract by giving the Customer 30 days' written notice following the expiration of the Minimum Term.

17.5 In the event that the Contract is terminated (for whatever reason) before the expiry of the Minimum Term or the minimum term of automatic renewal (if applicable), the Customer shall pay the Early Termination Fee to the Supplier within 7 days (unless otherwise stated in these Conditions).

17.6 For the avoidance of doubt the Early Termination Fee is payable in respect of all applicable Services (regardless of the date upon which the Services were entered into) at the actual time of termination.

17.7 The sums stipulated in clauses 5.4, 5.5 and 5.6 (if applicable) will be payable in addition to any contractual Early Termination Fees.

17.8 Any third party costs (including cancellation fees) incurred by the Supplier at the request of the Customer will be immediately payable in addition to any contractual Early Termination Fees.

17.9 The parties acknowledge and accept that the Early Termination Fee does not constitute a penalty and is a genuine estimate of loss on behalf of the Supplier.

17.10 If the Contract is terminated in breach of these Conditions, then any discounts previously granted to the Customer will become immediately repayable to the Supplier.

18. Consequences of termination

18.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Equipment and or Sale Equipment supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Equipment and / or Sale Equipment which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the Customer shall return all materials, equipment, documents and other property of any third party services provider;

(d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

19. Automatic Renewal

19.1 The Minimum Term of this Agreement shall continue for a successive 30 days or 12 months (as provided for on the Order Form) thereafter until written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than

thirty (30) days (for a 30 day minimum term) or ninety (90) days (for a 12 month minimum term) prior to the date of expiration of the current term.

20. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

21. General

21.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

21.2 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt ; or

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 21.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

21.4 Waiver.

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21.6 **Entire agreement**.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to the subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

21.7 Third party rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

21.8 Variation. The Supplier reserves the right to make reasonable variations to the Contract from time to time upon reasonable notice. The Customer acknowledges that third party services providers may require such variations to be made by the Supplier and that such changes will always be regarded as reasonable and such notice period as is applicable between the Supplier and the third party services provider will always be regarded as reasonable. For the avoidance of doubt the Customer cannot make any variations to the Contract unless agreed in writing with the Supplier.

21.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

21.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.