

C W Fire Solutions Limited Terms and Conditions.

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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

Balance: the total contract price as set out in Order and agreed in accordance with clause 2.2.

Callout: an unscheduled Maintenance Visit requested by the Customer for the purpose of inspecting, altering or repairing the Customer's Equipment.

Callout Timeframe: the timeframe which the Supplier has to respond to a Callout depending on the location of the Site and set out in the Order.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clauses 17.8 and 11.4.

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

Customer: the person or firm who purchases the Equipment and/or Services from the Supplier and whose details are set out in the Order.

Customer's Equipment: the equipment which is to be inspected as part of the Maintenance Services together with any replacement equipment supplied at the cost of the Customer by the Supplier.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Delivery Location: has the meaning given in clause 4.2.

Equipment: the Equipment (or any part of it) set out in the Order.

Equipment Specification: any specification for the Equipment that is agreed in writing by the Customer and the Supplier.

Fixed Term: the agreed term in the Contract as set out in the Order.

Force Majeure Event: has the meaning given to it in clause 16.

Installation Services: the installation of Equipment supplied under the Contract.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Legislation: all applicable law in force in the United Kingdom from time to time relating to fire safety, including but not limited to the Regulatory Reform (Fire Safety) Order 2005.

Maintenance Inspection: inspecting and testing the System and Customer's Equipment.

Maintenance Services: maintenance services relating to the System and Customer's Equipment.

Maintenance Visit: a scheduled visit to the Site to carry out the Maintenance Inspection.

Normal Working Hours: Monday to Friday 09:00 – 17:00.

Order: the Customer's order for the supply of Equipment and/or Services, as set out in the Customer's purchase order form.

Services: the services supplied by the Supplier as set out in the Order and which may include both the Installation Services and/or Maintenance Services.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Site: the location at which the Supplier is to provide the Services.

Spend Limit: the agreed amount up to which the Supplier can provide replacement parts for the Customer's Equipment or System without the need to obtain the Customer's prior consent.

Supplier: C W Fire Solutions Limited registered in England and Wales with company number 8295207.

Supplier Materials: has the meaning given in clause 8.1(h) and shall include any materials arising from a Survey of the Site.

Survey: a survey of the Site carried out by the Supplier prior to the parties entering into the Contract.

System: the fire safety system in place at the Site.

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 successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Equipment and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract is for a Fixed Term and it shall continue in force for the duration of the Fixed Term unless terminated earlier in accordance with clause 14.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Equipment or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 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 trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.7 All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.

3. Equipment

- 3.1 The Equipment is described in the Order and/or Equipment Specification.
- 3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Equipment Specification. This clause 3 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Equipment Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Equipment

- 4.1 The Supplier shall ensure that each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Equipment (including the code number of the Equipment, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Equipment remaining to be delivered.
- 4.2 The Supplier shall deliver and install the Equipment to the location set out in the Order or such other location as the parties may agree (**Delivery Location**)
- 4.3 Delivery of the Equipment shall be completed on the completion of either:
- (a) the Equipment's arrival at the Delivery Location where the Contract is for the supply of the Equipment only; or
 - (b) the completion of the installation of the Equipment at the Delivery Location where the Contract is for the supply of the Equipment and the Installation Services.
- 4.4 Any dates quoted for delivery of the 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 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 and/or installation of the Equipment.

- 4.5** If the Supplier fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement equipment of similar description and quality in the cheapest market available, less the price of the Equipment. The Supplier shall have no liability for any failure to deliver and/or the installation of the 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 for the Equipment or any relevant instruction related to the supply of the Equipment.
- 4.6** If the Customer fails to take or accept delivery of the Equipment within three Business Days of the Supplier notifying the Customer that the Equipment is 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:
- (a) delivery of the 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 was ready; and
 - (b) the Supplier shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7** If ten Business Days after the Supplier notified the Customer that the Equipment was ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Equipment.
- 4.8** The Supplier may deliver the 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.
- 5. Title and risk**
- 5.1** The risk in the Equipment shall pass to the Customer on completion of delivery.
- 5.2** Title to the Equipment shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Equipment in accordance with these Conditions. This clause shall apply to (i) contracts for the supply of Equipment and (ii) contract for the supply and installation of Equipment.
- 5.3** Until title to the 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 14.2(b) to clause 14.2(d); and
- (e) give the Supplier such information relating to the Equipment as the Supplier may require from time to time.

6. Installation Services

- 6.1** The Supplier shall supply the Installation Services to the Customer in accordance with the Service Specification in all material respects.
- 6.2** The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order and/or the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the delivery of the Equipment and/or the performance of the Installation Services.
- 6.3** The Supplier reserves the right to make any changes which are necessary to the Installation 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 Installation Services, and the Supplier shall notify the Customer in any such event.
- 6.4** The Supplier warrants to the Customer that the Installation Services will be provided using reasonable care and skill.
- 6.5** The charges for Installation Services are based upon specified quantities of materials and installation methods. Any alterations to the Installation Services which result in additional materials or labour being required shall be charged for accordingly.

7. Supply of Maintenance Services

- 7.1** Under the Contract for the supply of Maintenance Services the Supplier shall carry out a minimum of one Maintenance Visit each year. More Maintenance Visits may be agreed between the parties depending upon the needs of the Customer.
- 7.2** During a Maintenance Visit the Supplier shall carry out a Maintenance Inspection on the System and Customer's Equipment located at the Site unless the Customer requests that the Seller does not do this.
- 7.3** All Maintenance Visits shall be conducted during Normal Working Hours.
- 7.4** In the event of a Callout, the Supplier shall respond and attend the Site within the Callout Timeframe and which may be outside of Normal Working Hours.

- 7.5 Following any Maintenance Visit or any Callout the Supplier shall inform the Customer of any required work to ensure that the System and Customer's Equipment complies with the Legislation. Such work may not fall within Maintenance Inspection ("**Extra Maintenance**") and the Supplier shall inform the Customer of this, but shall be permitted to carry out such Extra Maintenance without the need to obtain the prior consent of the Customer, provided that the cost of such Extra Maintenance does not exceed the Spend Limit.
- 7.6 If the Customer prevents the Supplier from carrying out the necessary Extra Maintenance under clause 7.5 the Supplier shall be entitled to terminate the Contract in accordance with clause 14.4.
- 7.7 Following any Maintenance Visit or Callout the Supplier shall provide the Customer with a report or certificate which shall detail the Maintenance Services undertaken and which shall confirm that the System and/or Customer's Equipment has been tested by the Supplier in accordance with the Legislation.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any specifications relating to the Equipment and/or Services are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Equipment and/or the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Site , office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier 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 Site for the supply of the Services;
- (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) ensure the Site complies with all applicable laws, including health and safety laws;
- (h) 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; and

- (i) comply with any additional obligations as set out in the Equipment Specification and/or Service Specification.

8.2 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 8.2; 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.

9. Charges and payment

9.1 The price for the Equipment :

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery ; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment, which shall be invoiced to the Customer.

9.2 The charges for Services shall be calculated as set out in the Order plus additional charges for Extra Maintenance in accordance with clause 7.5.

9.3 All charges are exclusive of the cost of making good any damage to walls, ceilings, floors, steelwork and other similar works for any repair work or redecoration which is carried out by any third party where such damage was necessary for the provision of the Installation Services.

9.4 The Supplier reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in

the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;

- (b) increase the price of the Equipment , by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the 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 ordered, or the Equipment Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Equipment.

9.5 New Customers shall be required to pay 100% of the Balance on the Commencement Date in full and cleared funds to a bank account nominated by the Supplier in writing.

9.6 Existing Customers shall be required to pay:

- (a) 25% of the Balance on the Commencement Date;
- (b) the remaining 75% of the Balance within 30 days of the Commencement Date or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer;
- (c) any additional charges for Extra Maintenance immediately on receipt of an invoice from the Supplier; and
- (d) all invoices in full and cleared funds to a bank account nominated in writing by the Supplier.

9.7 Time for payment and any charges or fees arising out of or in connection with the Contract shall be of the essence of the Contract.

9.8 If the Supplier is not successful in securing a contract with the Customer, charges may still apply to cover costs incurred by the Supplier including but not limited to the carrying out any Survey.

9.9 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.

9.10 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 14 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.11 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).

10. Intellectual property rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

10.2 All Supplier Materials, which shall include any Survey, are the exclusive property of the Supplier.

11. Data protection and data processing

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

11.3 Without prejudice to the generality of clause 11.1, 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.

11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area 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;
- (e) 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;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) 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 Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

11.5 The Customer consents to the Supplier appointing a third-party processor of Personal Data under this agreement. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business.

11.6 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms (which shall apply when replaced by attachment to the Contract).

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

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

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

13.2 Subject to clause 13.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; or
- (f) any indirect or consequential loss.

13.3 Subject to clause 13.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the total charges paid under the Contract.

13.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 The Customer is advised to maintain appropriate policies or insurance to insure against the type of losses which the Customer could reasonably suffer as a result of the Equipment being defective or inadequate or the Supplier being unable to fulfil its obligations under the Contract.

13.6 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than three months' written notice.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
- (b) the other party 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), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) 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; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 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 the Customer fails to pay any amount due under the Contract on the due date for payment.

14.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer prevents the Supplier from carrying out the Extra Maintenance under clause 7.5.

14.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of 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 14.2(b) to clause 14.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14.6 Without limiting its other rights and remedies, the Customer may terminate the Contract with immediate effect if the Supplier has failed to comply with its obligations under clause 7.4 and 7.7.

15. Consequences of termination

15.1 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 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 which has not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Site 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.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, 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.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. General

17.1 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, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

17.2 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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); or sent by email to the address specified in the Order and/or Service Specification.

- (a) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission.
- (b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant

provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 17.4 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 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.
- 17.6 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 its subject matter.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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 misrepresentation based on any statement in the Contract.
 - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 Third parties rights.** 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.
- 17.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 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.

17.10 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.