

The Customer's attention is particularly drawn to the provisions of clause 12.

1. Interpretation

1.1 In these Conditions the following definitions apply:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"End User"	the end user of the Goods and/or Services;
"Commencement Date"	has the meaning set out in clause 2.2;
"Company"	Integrated Design Limited, with company number 1917923 and registered office at Feltham Point, Browells Lane, Feltham, Middlesex TW13 7EQ;
"Company Materials"	has the meaning set out in clause 0;
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 17.5;
"Contract"	the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions constituting the Order, the Order Acknowledgment and including any Specification;
"Customer"	the person or firm who purchases the Goods and/or Services from the Company;
"Customer Default"	has the meaning set out in clause 7.2;
"Deliverables"	the deliverables set out in the Order;
"Force Majeure Event"	has the meaning given to it in clause 16.1;
"Goods"	the goods set out in the Order (including any part or parts of them);
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in design, 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;
"Order"	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Quotation (as the case may be);
"Order Acknowledgment"	the order acknowledgment sent by the Company to the Customer as referred to in clause 2.2;
"Price"	the price for the Goods and/or Services (as the case may be) as set out in the Order and confirmed by the Company in the Order Acknowledgment;
"Quotation"	the written quotation sent by the Company to the Customer;
"Third Party Enabling Works"	Any works required by a third party supplier or the customer to enable the Services (including but not limited to, cable containment, core cutting, drilling works, electrical services for connection to power supplies, access control cables and connections, LAN access points and fire panel relay connections).
"Specification"	the specification of the Goods as set out in the Company's data sheet applicable to the Goods and/or any specification for the

Goods and/or Services that is agreed in writing by the Company and the Customer and set out in the Order and confirmed in the Order Acknowledgment;

"Software"

any operating system, software and/or firmware installed on the Goods, including any HTML web pages generated by the Goods or any Software interface provided with the Goods or by reference to the Services;

"Warranty Period"

has the meaning set out in clause 10.1.

- 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3 In these Conditions headings will not affect the construction of these Conditions.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference to writing or written includes emails.
- 2. Application of Terms**
- 2.1 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues an Order Acknowledgment at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force unless otherwise agreed in writing by the Company.
- 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 Company shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue unless otherwise agreed in writing by the Company.
- 2.7 The Contract can only be cancelled with the written consent of the Company, such consent to be in the Company's sole discretion and subject to payment by the Customer of the Company's reasonable cancellation charges, which shall be dependent on the nature of the Goods and the Company's assessment of the costs or liabilities incurred for goods acquired or ordered and work carried out by the Company up to and including the date of cancellation. The cancellation fee shall not be less than 20% of order value and shall include the full value of bespoke/custom items in the event that these items have been ordered by the Company.

3. Description

- 3.1 The Goods are described in the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company 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 and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1 Each delivery of the Goods shall be accompanied by a delivery note which shows the Customer's Order reference, the Company's Order Acknowledgment reference and the type and quantity of the Goods.
- 4.2 The Goods shall be delivered Ex-Works (EXW) unless otherwise agreed between the Customer and the Company in the Order Acknowledgment. The Customer shall collect the Goods from the Company's premises at Feltham Point, Browells Lane, Feltham, Middlesex TW13 7EQ or such other location as may be agreed between the Customer and the Company within 10 Business Days of the Company notifying the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on completion of loading of the Goods at Feltham Point, Browells Lane, Feltham, Middlesex TW13 7EQ unless agreed otherwise between the Customer and the Company in the Order Acknowledgment.
- 4.4 Any dates quoted for delivery of the Goods are approximate only and time of delivery is not of the essence. If no dates are specified, delivery shall be within a reasonable time. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions or materials that are relevant to the supply of the Goods and/or Services (including but not limited to the supply of card readers or other third party equipment to be integrated into the Goods).
- 4.5 If the Company fails to deliver the Goods, its liability shall be limited to the Price. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any other relevant instructions related to the supply of the Goods and/or Services.
- 4.6 If the Customer fails to take delivery of the Goods when they are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.6.1 the Goods will be deemed to have been delivered at 9am on the 10th Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.6.2 the Company shall store the Goods until delivery takes place, and reserves the right to charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 60 Business Days after the Company notifies the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods. Resale of the Goods by the Company does not bring the Contract to an end, unless agreed otherwise between the Customer and the Company. If the Customer confirms that it wishes to proceed with the Contract, after the Company has resold the Goods, the Customer shall give the Company sufficient time to fulfil the Contract.
- 4.8 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment unless agreed in writing between the Customer and the Company and subject to the payment by the Customer of the Company's reasonable cancellation charges.
- 4.9 The quantity of any consignment of Goods as recorded by the Company shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5. Risk and Title in the Goods

- 5.1 Risk in the Goods shall pass to the Customer on completion of delivery.
- 5.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 5.2.1 the Company receives payment in full (in cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 5.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 store the Goods (at no cost to the Company) separately from all other goods held by the Customer or any third party so that they remain readily identifiable as the Company's property;

5.3.2 not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks from the date of delivery; and

5.3.4 notify the Company if it becomes subject to any of the events listed in clauses 15.1.2 to 15.1.13.

5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of business before the Company receives payment for the Goods. If the Customer resells the Goods before the Company receives payment for the Goods:

5.4.1 it does so as principal and not as the Company's agent; and

5.4.2 title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clauses 15.1.2 to 15.1.13, then, without limiting any other right or remedy that the Company may have:

5.5.1 the Customer's right to resell Goods or use them in the ordinary course of business ceases immediately; and

5.5.2 the Company may at any time require the Customer to deliver up all Goods in its possession which 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 Goods are stored in order to recover them.

6. Services

- 6.1 The Company shall provide the Services to the Customer in accordance with the Specification in all material respects.
- 6.2 The Company shall use reasonable endeavours to meet any performance dates for the Services agreed between the Company and the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer of any such changes.
- 6.4 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 6.5 Additional works that may be necessary (for example, due to late or incomplete Third Party Enabling Works) during provision of the Services shall be discussed between the parties and the Company shall provide a separate quotation in respect of any such additional works.
- 6.6 An Annual Preventative Maintenance Agreement and or Extended Warranty may be provided subject to additional terms as set out on the Maintenance/Extended Warranty Control Form (MEW).

7. Customer's Obligations

- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Specification are complete and accurate;
- 7.1.2 co-operate with the Company in all matters relating to the Services;
- 7.1.3 provide the Company, its employees, agents, consultants and subcontractors with access to the Customer's premises or the End User's premises.
- 7.1.4 prepare the Customer's premises or the End User's premises (as the case may be) for the supply of the Services, including but not limited to ensuring that any Third Party Enabling Works necessary to be completed prior to the Company supplying the Services have been completed before the date on which the Services are to be supplied.
- 7.1.5 provide other facilities (including but not limited to, support for access control and fire panel integration) as reasonably required by the Company to provide the Services;
- 7.1.6 provide the Company with such information and materials as the Company may reasonably require to supply the Services and, ensure that such information is accurate in all material respects. The Customer shall obtain prior written approval of the Company before sending card readers or other third party equipment to be integrated into the Goods to the Company;

- 7.1.7 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.
- 7.1.8 keep and maintain all materials, equipment, documents and other property of the Company ("**Company Materials**") at the Customer's premises or the End User's premises (as the case may be) in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company and not dispose of or use the Company Materials other than in accordance with the Company's written instructions.
- 7.2 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure of the Customer to perform any relevant obligation ("**Customer Default**"):
 - 7.2.1 the Company shall without limiting its other rights or remedies 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 to the extent that the Customer Default prevents or delays the Company's performance of any of its obligations;
 - 7.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 7.2; and
 - 7.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 8. Price**
- 8.1 The Price for the Goods and/or Services shall be the Price set out in the Order and confirmed in the Order Acknowledgment.
- 8.2 The Price for the Goods is inclusive of all costs and charges of packaging but is exclusive of all costs and charges of insurance and transport of the Goods, unless otherwise agreed between the Company and the Customer, and confirmed in the Order Acknowledgment and paid by the Customer when it pays for the Goods.
- 8.3 The Company reserves the right to increase the Price of the Goods and/or Services, by giving notice to the Customer at any time before delivery of the Goods and/or supply of Services, to reflect any increase in cost of the Goods and/or Services to the Company that is due to:
 - 8.3.1 any request by the Customer to change the delivery dates, quantities or type of Goods ordered, the Specification or the Services; or
 - 8.3.2 any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods and/or Services.
- 8.4 Where the Customer places an Order for an engineer call out it may not be practicable to include the price for any repair or replacement services or spare parts on the Order Acknowledgment, because the engineer may need to investigate before advising on what is necessary. In such circumstances, the engineer shall notify the Customer in writing of the price of any such repair or replacement services or spare parts. The engineer shall be permitted to take instructions from the authorised representative of the Customer on site or by email and where practicable shall be permitted to carry out such repair or replacement services during the call-out for the price specified by the engineer.
- 9. Payment**
- 9.1 In respect of Goods, the Company may at its discretion take a non-refundable deposit when it issues an Order Acknowledgment. The Company shall notify the Customer of any such deposit by email and shall invoice the Customer in respect of any such deposit. In the case of custom or special orders, payment of the deposit shall be required before the Company commences any work and in all other cases payment of the deposit shall be required before delivery of the Goods.
- 9.2 The Company shall invoice the Customer for the Price (or where a deposit has previously been invoiced the remaining balance of the Price) on or at any time after completion of delivery. In respect of Services, the Company shall invoice the Customer on completion of the Services. However, the Company reserves the right to invoice the Customer before providing the Services if appropriate in the circumstances.
- 9.3 The Customer shall pay each invoice submitted by the Company:
- 9.3.1 in accordance with the payment terms agreed between the Company and the Customer and confirmed in the Order Acknowledgment.
 - 9.3.2 in full and in cleared funds to a bank account nominated by the Company, and time for payment shall be of the essence.
- 9.4 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 Company to the Customer, the Customer shall on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.5 The Customer shall make all payments due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to the Company such additional amount as will ensure that the Company receives the same total amount that it would have received if no such withholding or deduction had been required.
- 9.6 If the Customer fails to pay the Company any sum due under the Contract by the due date for payment, then the Company reserves the right to charge interest on the overdue amount at an annual rate of 4% above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10. Quality**
- 10.1 The Company warrants that on delivery and for a period of 12 months from the date of delivery or any other extended warranty period as may be agreed by the Company in writing ("**Warranty Period**"), the Goods shall:
 - 10.1.1 conform in all material respects with their description and any applicable Specification;
 - 10.1.2 be free from material defects in design, material and workmanship;
 - 10.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 10.1.4 be fit for any purpose held out by the Company.
- 10.2 The Company shall not be liable for the Goods failure to comply with the warranty in clause 10.1 unless:
 - 10.2.1 the Customer gives written notice of the defect to the Company during the Warranty Period within 14 days of discovery that some or all of the Goods do not comply with the warranty, and (if the defect is as a result of damage in transit) to the carrier; and
 - 10.2.2 the Company is given a reasonable opportunity of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to Feltham Point, Browells Lane, Feltham, Middlesex TW13 7EQ at the Customer's cost.
- 10.3 The Company shall not be liable for the Goods failure to comply with the warranty in clause 10.1 if:
 - 10.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 10.2.1;
 - 10.3.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) to follow good trade practices for the use of goods of the type of the Goods;
 - 10.3.3 the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;
 - 10.3.4 the Customer alters or repairs such Goods without the written consent of or in accordance with any instructions given by the Company;
 - 10.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions; or
 - 10.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 10.4 Subject to clauses 10.2 and 10.3, if any of the Goods do not conform with the warranty in clause 10.1, the Company shall at its option repair or

replace the defective Goods (or the defective part) or refund the Price of the defective Goods.

- 10.5 If the Customer requires the Company's engineer to visit the Customer's premises or End User's premises to examine the Goods, the costs of such visit (including, but not limited to travel and accommodation costs of the Company's engineer) shall be paid by the Customer. If, upon examination of the Goods, the Company finds that the Goods fail to comply with the warranty in clause 10.1, the Company shall reimburse the cost of such visit to the Customer.
- 10.6 Goods returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the Customer or stored at the Customer's cost, without prejudice to any rights or remedies that the Company may have.
- 10.7 Except as provided in this clause 10, the Company shall have no liability to the Customer in respect of the Goods failure to comply with the warranty set out in clause 10.1.
- 10.8 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company under clause 10.4 with respect to the original Warranty Period.

11. Intellectual Property Rights

- 11.1 The Company's Intellectual Property Rights in and relating to the Goods shall remain the exclusive property of the Company (including where the same have been provided to a Specification provided by or on behalf of the Customer) and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 11.2 The Company shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract.
- 11.3 In relation to the Software:
- 11.3.1 the Customer acknowledges that it is buying only the media on which the Software is recorded and the accompanying user manuals;
- 11.3.2 nothing contained in these Conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and
- 11.3.3 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 licences, terms of use and registration requirements relating to them.
- 11.4 All Intellectual Property Rights in or arising out of or in connection with the Services and the Deliverables (if any) (including where the same have been provided to a Specification provided by or on behalf of the Customer) shall be owned exclusively by the Company.
- 11.5 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services and the Deliverables the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to licence such rights to the Customer.
- 11.6 All Company Materials are the exclusive property of the Company.
- 11.7 If the Company refers to a Software licence in the Order Acknowledgment, the Price of the Goods includes the licence fee for the Customer's right to use the Software.
- 11.8 If the Customer is provided with a Software licence, the Customer shall sign and return it to the Company within 10 Business Days.
- 11.9 If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:
- 11.9.1 the Customer shall not copy (except to the extent permissible under applicable law or for normal operation of the Goods) reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without the Company's prior written consent;
- 11.9.2 the Customer shall not disassemble, reverse compile, translate or decipher the Software in whole or in part except to the minimum extent permissible under applicable law.
- 11.9.3 the Customer shall not use the Software on any equipment other than the Goods and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software or the medium on which it resides;
- 11.9.4 such licence shall be terminable by either party on 28 days' written notice, provided that the Company may terminate only

if continued use or possession of the Software by the Customer infringers the developer's or a third party's rights, or the Company is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and

- 11.9.5 on or before the expiry of this licence, the Customer shall return to the Company all copies of the Software in its possession.

12. Limitation of Liability: The Customer's attention is particularly drawn to this clause.

- 12.1 Nothing in these conditions shall limit or exclude the Company's liability for:
- 12.1.1 death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors;
- 12.1.2 fraud or fraudulent misrepresentation;
- 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 12.1.5 defective products under the Consumer Protection Act 1987.
- 12.2 Subject to clause 12.1:
- 12.2.1 the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), restitution, breach of statutory duty, misrepresentation or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated savings, loss or corruption of data or information or any special, indirect or consequential loss arising under or in connection with the Contract; and
- 12.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract whether in contract, tort (including negligence), restitution, breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed the Price.
- 12.3 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.
- 12.4 This clause 12 shall survive termination of the Contract.

13. Assignment and other dealings

- 13.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights under the Contract.
- 13.2 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

14. Confidentiality

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Contract.

15. Termination

- 15.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing to do so;

- 15.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 15.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 15.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 15.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 15.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 15.1.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 15.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 15.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.2 to clause 15.1.9 (inclusive);
- 15.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 15.1.12 the other party's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 15.1.13 the other party (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.
- 15.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 15.3 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clauses 15.1.2 to 15.1.13, or the Company reasonably believes that the Customer is about to become subject to any of them.
- 15.4 On termination of the Contract for any reason:
- 15.4.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.4.2 the Customer shall return all of the Company Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Company may (where reasonably practicable to do so) enter the Customer or the End User'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;
- 15.4.3 the accrued rights and remedies of the parties as at 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
- 15.4.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 16. Force Majeure**
- 16.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 16.2 The Company shall not be liable to the Customer as a result of any failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 16.3 If the Force Majeure Event prevents the Company from providing any of the Services and/or Goods for more than 12 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 17. General**
- 17.1 **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 a 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. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.2 **Waiver**
- Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 17.3 **Third Parties**
- Except as provided in clause 13.2, a person who is not party to the Contract shall not have any rights to enforce its terms.
- 17.4 **No partnership or agency**
- Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.5 **Variation**
- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.
- 17.6 **Dispute Resolution**
- 17.6.1 The parties shall use all reasonable endeavours to promptly negotiate in good faith and settle amicably any dispute that may arise out of or in connection with the Contract or these Conditions within 21 days of notification by one party to the other of such dispute.
- 17.6.2 In the event that the parties are unable to resolve any dispute arising out of or in connection with the Contract or these Conditions, including any question regarding the existence, validity or termination of the Contract, pursuant to clause 17.6.1 above, such dispute may, at the election of either party, be referred to and finally resolved by arbitration. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

17.7 Governing Law and Jurisdiction

The parties agree that the Contract and these Conditions shall be governed by and construed in accordance with the law of England and Wales and subject to 17.6.2 above, the parties submit to the exclusive jurisdiction of English Courts.

18. Notices

18.1 Any notices or other communications between the parties under or in connection with this Contract must be in writing and addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be delivered personally or sent by pre-paid first class post or other next working day delivery service, or by commercial courier or subject to clause 18.3 email:

18.2 A notice or other communication shall be deemed to have been received:

18.2.1 if delivered personally, when left at the address referred to in 18.1;

18.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9am on the Business Day after posting;

18.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; and

18.2.4 subject to clause 18.3, if sent by email one Business Day after transmission.

18.3 Notwithstanding the provisions of clause 18.1 and clause 18.2 above, any notice or other communication in relation to an actual or potential breach of contract must be sent by special or recorded delivery and shall be deemed to have been received at the time that the delivery receipt is signed.

18.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.5 Communications addressed to the Company shall be marked for the attention of the Managing Director or other nominated representative of the Company.