

**Integrex Limited**  
**Terms and Conditions of Sale**

**1 INTERPRETATION**

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

**Company:** Integrex Limited.  
**Company's Materials** any equipment, systems, cabling or facilities and all designs, drawings, specifications or documents provided by the Company and used directly or indirectly in the supply of the Services.  
**Contract** any contract between the Company and the Customer for the sale and purchase of the Goods and where applicable, the supply of the Services, incorporating these conditions.  
**Customer** the person, firm or company who purchases the Goods from the Company.  
**Intellectual Property Rights** all patents, rights to inventions, copyright and related rights, trade marks, trade, business and domain names, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.  
**Goods** the electronic and computer systems including software, audio visual equipment, kiosks and/or photo booths and/or any Services agreed and as more particularly described in the Contract to be supplied to the Customer by the Company (including any part or parts of them).  
**Premises** the premises of the Customer where delivery of the Goods is to take place as specified in the Contract.  
**Services** the design, development, installation and/or support, and sub contract electronic assembly, of the Goods at the Premises to be provided by the Company under the Contract together with any other services which the Company provides, or agrees to provide to the Customer.  
**Specification** in relation to any Goods, any specification for the Goods (including any relevant drawings and/or plans) that is produced by the Customer and the Company jointly or produced by the Customer and agreed in writing by the Company, and in relation to Services, the description or specification of the Services provided by the Company to the Customer.

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

**2 APPLICATION OF TERMS**

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods subject to these conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.

2.6 The Customer shall ensure that the terms of its order and any applicable Specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company except in accordance with condition 2.5. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

**3 DESCRIPTION**

3.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

**4 CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

4.1.1 co-operate with the Company in all matters relating to the Services;

4.1.2 provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Premises, office accommodation, data and other facilities as reasonably required by the Company;

4.1.3 be responsible (at its own cost) for preparing and maintaining the Premises for the supply of the Goods;

4.1.4 inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.

4.2 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees:

4.2.1 the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay; and

4.2.2 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies its default, and to rely on the Customer's default to relieve it from the performance of any of its obligations to the extent the Customer's default prevents or delays the Company's performance of any of its obligations; and

4.2.3 the Customer shall be liable to pay to the Company, on written demand, all costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

**5 DELIVERY**

5.1 Unless otherwise agreed in writing by the Company, the Company shall deliver the Goods to the Premises.

5.2 The Customer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

5.3 Unless otherwise agreed in writing by the Company, delivery of the Goods shall be completed as follows:

5.3.1 where Goods are supplied on a pallet, delivery shall be completed on the Goods arrival at the Premises and before off-loading;

5.3.2 where the Company provides installation Services, delivery shall be completed on the completion of the Services at the Premises; and

5.3.3 in all other cases, delivery shall be completed on the completion of unloading of the Goods by the Company at the Premises.

5.4 In respect of clause 5.3.1 above, the Customer shall be responsible for unloading and shall provide at the Premises at its expense adequate and appropriate equipment and manual labour for unloading the Goods.

5.5 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.6 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

5.7 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

5.7.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);

5.7.2 the Goods shall be deemed to have been delivered; and

5.7.3 the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.8 If after 90 days after the Company notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

**6 NON-DELIVERY**

6.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

6.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.

6.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

**7 RISK/TITLE**

7.1 The Goods are at the risk of the Customer from the time of completion of delivery in accordance with clause 5.3.

7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 the Goods; and

7.2.2 all other sums which are or which become due to the Company from the Customer on any account.

7.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

7.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

7.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;  
7.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company;  
7.3.5 give the Company such information relating to the Goods as the Company may reasonably require from time to time; and  
7.3.6 notify the Company immediately if the Customer becomes the subject of any of the events referred to in clause 7.4

but the Customer may resell or use the Goods in the ordinary course of its business.  
7.4 The Customer's right to possession of the Goods shall terminate immediately if:

7.4.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.4.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.4.3 the Customer encumbers or in any way charges any of the Goods.

7.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.6 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated and provided the Goods have not been resold, to recover them.

7.7 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

7.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 7 shall remain in effect.

## **8 PRICE**

8.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

8.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.

8.3 The Company reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:

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

8.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification in respect of the Goods; or

8.3.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.

8.4 In consideration of the provision of the Services by the Company, the Company shall pay the charges as set out in the Company's quotation, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Condition 8.5 shall apply if the Company provides Services on a time and materials basis. Condition 8.6 shall apply if the Company provides Services for a fixed price. The remainder of this condition 8 shall apply in either case.

8.5 Where Services are provided on time and materials basis:

8.5.1 the charges payable for the Services shall be calculated in accordance with the Company's standard daily fee rates, as set out in the Company's quotation and as amended from time to time by the Company giving not less than 3 months' written notice to the Customer;

8.5.2 the Company's standard daily fee rates for each individual person are calculated on the basis of an eight hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);

8.5.3 the Company shall be entitled to charge an overtime rate of 125% of the standard daily fee rate on a pr-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in condition 8.5.2;

8.5.4 all charges quoted to the Customer shall be exclusive of VAT, which the Company shall add to its invoices at the appropriate rate;

8.5.5 the Customer shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Company shall use such time sheets to calculate the charges covered by each monthly invoice referred to in condition 8.5.6; and

8.5.6 the Company shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 8.5.

Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

8.6 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Contract. The Company shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in condition 8.5.

8.7 Any fixed price and daily rate excludes:

8.7.1 the cost of hotel, subsistence, travel and any other ancillary expenses reasonably incurred by the individuals whom the Company engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Company for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Company at cost; and

8.7.2 VAT, which the Company shall add to its invoices at the appropriate rate.

## **9 PAYMENT**

9.1 Subject to condition 9.4, payment of the price for the Goods is due in pounds sterling within 30 days of the date of the Company's invoice.

9.2 Time for payment shall be of the essence.

9.3 No payment shall be deemed to have been received until the Company has received cleared funds.

9.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer. The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability to the Customer.

9.6 If the Customer fails to pay the Company any sum due pursuant to the Contract:

9.6.1 the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 2 % above the higher of the base lending rate from time to time of HSBC or LIBOR accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

9.6.2 suspend all Services until payment has been made in full.

## **10 QUALITY**

10.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

10.2 The Company warrants that (subject to the other provisions of these conditions) on delivery, the Services shall be provided with reasonable skill and care, and for a period of 12 months from the date of delivery, the Goods shall:

10.2.1 be free from material defects in design, material and workmanship; and

10.2.2 conform in all material respects with any applicable Specification.

10.3 The Company shall not be liable for a breach of any of the warranties in condition 10.2 unless:

10.3.1 the Customer gives written notice of the defect to the Company during the warranty period referred to in clause 10.2 and, if the defect is as a result of damage in transit or is apparent on normal visual inspection, within 48 hours of the time when the Customer discovers or ought to have discovered the defect and in the case of latent defects, within 30 days of the latent defect having become apparent;

10.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:

10.4.1 the Customer makes any further use of such Goods after giving such notice; or

10.4.2 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) good trade practice;

10.4.3 the defect arises as a result of the Company following a Specification or design or drawing supplied by the Customer;

10.4.4 the Customer alters or repairs such Goods without the written consent of the Company; or

10.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence of the Customer or abnormal working conditions.

10.5 Subject to condition 10.3 and condition 10.4, if any of the Goods do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

10.6 If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods.

10.7 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.

## **11 LIMITATION OF LIABILITY**

11.1 Subject to condition 5, condition 6 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

11.1.1 any breach of these conditions;

11.1.2 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and

11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company:  
11.3.1 for death or personal injury caused by the Company's negligence; or  
11.3.2 under section 2(3), Consumer Protection Act 1987; or  
11.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or  
11.3.4 for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3:

11.4.1 the Company's total liability in contract, tort (including negligence) or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract including losses caused by the Company's deliberate personal repudiatory breach shall be limited to the Contract price for the Goods supplied by the Company at the time that the liability arises; and

4.2 the Company shall not be liable to the Customer whether in contract, tort (including negligence) breach of statutory duty or otherwise for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) including losses caused by the Company's deliberate personal repudiatory breach which arise out of or in connection with the Contract.

#### **12 INTELLECTUAL PROPERTY RIGHTS**

12.1 Unless otherwise agreed between the Company and the Customer, as between the Customer and the Company, all Intellectual Property Rights and all other rights in the Company's Materials shall be owned by the Company.

12.2 The Customer shall keep in strict confidence all technical or commercial know-how, Specifications, designs, drawings, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Customer may obtain.

12.3 All the Company's Materials supplied by the Company to the Customer shall, at all times, be and remain as between the Company and the Customer the exclusive property of the Company, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Company and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

#### **13 ASSIGNMENT**

13.1 The Company may assign the Contract or any part of it to any person, firm or company.

13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

#### **14 TERMINATION**

14.1 Without prejudice to any other rights or remedies which the parties may have, either the Company may terminate the Contract without liability to the Customer on giving the Customer not less than 3 months written notice or either party may terminate the Contract immediately on giving notice to the other if:

14.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

14.1.2 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

14.1.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

14.1.4 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having not reasonable prospect of doing so, 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; or

14.1.5 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 for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies of the solvent reconstruction of that other party; or

14.1.6 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 that other party other than 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;

14.1.7 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; or

14.1.8 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

14.1.9 a person becomes entitled to appoint a receiver over the assets of the other party a receiver is appointed over the assets of the other party; or

14.1.10 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; or

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

14.1.12 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

14.2 On termination of the Contract for any reason:

14.2.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

14.2.2 the Customer shall, within a reasonable time, return all of the Company's Materials. If the Customer fails to do so, then the Company may enter the Premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safekeeping; and

14.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

#### **15 FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable good, materials and/or services, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

#### **16 GENERAL**

16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.6 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

#### **17 COMMUNICATIONS**

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

17.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

17.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

17.2 Communications shall be deemed to have been received:

17.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

17.2.2 if delivered by hand, on the day of delivery; or

17.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

17.3 Communications addressed to the Company shall be marked for the attention of a director of the Company.