

CONDITIONS OF SUPPLY

1. DEFINITIONS AND INTERPRETATION:

1.1 The following terms as used herein shall have the meaning as stated:

"Company" means Lumenautica Limited;

"Conditions" means these Conditions of Supply;

"Confidential Information" means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or the information could reasonably be supposed to be confidential;

"Contract" means any contract between the Company and the Customer for the supply of any Goods and/or Services, incorporating these Conditions;

"Customer" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

"Deliverables" means all documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Services in any form, including, without limitation, computer programs, data, reports, certificates and specifications (including drafts);

"Delivery Point" means the place where delivery of any Goods is to take place under clause 5;

"Goods" means any goods or materials agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them), including any goods agreed to be supplied with, or in relation to, any Services;

"Input Material" means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Customer to the Company relating to the Goods and/or Services;

"Intellectual Property Rights" means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

"Output Material" means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Company to the Customer relating to the Goods and/or Services;

"Services" means any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including, but not limited to, any installation work to be

undertaken in relation to any Goods;

"Site" means the place at which the delivery of the Goods and the performance of the Services shall take place, being the vessel identified in the Company's written acknowledgement of order issued pursuant to the provisions of clause 2.3;

"Supplies" means the Goods and/or the Services, depending on the context.

"Working Hours" means between 09.00 and 17.00 on Monday to Friday inclusive, excluding any public or bank holidays.

1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

1.3 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.4 A reference to a particular 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.

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

2. APPLICATION OF CONDITIONS AND DESCRIPTION OF GOODS AND SERVICES:

2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions of Supply, which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.

2.2 Any quotation is given on the basis that no Contract shall come into existence until the Company accepts the Customer's order in accordance with the provisions of clause 2.3. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.3 The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.

2.4 The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete and accurate.

2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.6 No order of the Customer may be cancelled by the Customer, except with the Company's express agreement and on such terms as the Company may require.

2.7 No order of the Customer may be varied, altered or deferred by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages,

- charges and expenses incurred by the Company as a result of such variation, alteration or deferment.
- 2.8 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.
- 2.9 The quantity and description of any Goods and/or Services shall be as set out in the Company's quotation or acknowledgement of order.
- 2.10 The specification for the Goods shall be based upon standard contract specification, unless varied expressly in the Customer's order and accepted by the Company.
- 2.11 Unless otherwise agreed in advance by the Company in writing, the Customer shall be solely responsible for determining the accuracy of any measurements which may be required to be furnished to the Company in relation to the supply of any Goods.
- 2.12 The Customer will be liable for any additional costs, charges or expenses which arise from any conditions at the Site being at variance with any conditions notified to the Company.
- 2.13 The Company shall not be responsible for loss or damage to items left at the Site by the Customer which the Customer could have removed or secured.
- 2.14 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission (or, without limitation, to the Goods/and or Services to be provided under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.
- 2.15 If any Goods are to be manufactured, ordered, designed, built, configured, altered, adapted, or subjected to any process by or on behalf of the Company for the Customer and/or any Services are to be performed by the Company, in each case in accordance with any Input Material, specification or design submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any Intellectual Property Rights of any other person resulting from the Company's use of any Input Material, specification or design so submitted.
- 2.16 The Customer shall ensure that any specification submitted by the Customer does not contravene any applicable safety or other statutory or regulatory requirement.
- 2.17 Without prejudice to the provisions of clause 2.6, clauses 2.19-2.25 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the '**Regulations**').
- 2.18 Under the Regulations, the Customer may cancel a Contract for the purchase of Goods (without giving any reason for cancellation) at any time within the period:
- (a) Beginning upon the submission of the Customer's order; and
 - (b) ending at the end of 14 days after the day on which the Goods come into the Customer's physical possession or the physical possession of a person identified by the Customer to take possession of them (or, if the Contract is for delivery of multiple Goods, lots or pieces of something, 14 days after the day on which the last of those Goods, lots or pieces comes into the Customer's physical possession or the physical possession of a person identified by the Customer to take possession of them).
- 2.19 The cancellation right described in clause 2.20 does not apply to any Goods which are made to the Customer's specification, or which are personalised or customised.
- 2.20 In order to cancel a Contract on the basis described in clause 2.20, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send the Customer's communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.21 The Customer must arrange for the Goods to be returned to the Company. The Customer must comply with the Customer's obligations referred to in this clause 2.23 without undue delay and in any event not later than 14 days after the day on which the Customer informs the Company of the Customer's decision to cancel the Contract. The Customer must pay the direct cost of returning the Goods and the cost of removing the Goods from the Customer's property shall be for the Customer's sole account.
- 2.22 If the Customer cancels a Contract on the basis described in clause 2.20, the Customer will receive a full refund of the amount the Customer paid to the Company in respect of the order, including the cost of delivery to the Customer.
- 2.23 However, where the Company is to supply and install Goods for the Customer, the Customer agrees that the installation of the Goods may commence before the expiry of the period referred to in clause 2.20 and the Customer acknowledges that if the installation of the Goods does begin before the end of the period referred to in clause 2.20, then the Customer will lose the right to cancel referred to in clause 2.20.
- 3. OBLIGATIONS OF THE CUSTOMER:**
- 3.1 The Customer shall:
- (a) be responsible for preparing and maintaining the Site for the performance



- of the Services and for reinstating the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;
- (b) ensure that conditions at the Site are suitable for the performance of the Services and that any relevant thing required to perform the Services thereon is made available to the Company and is in good working order;
 - (c) if requested to do so by the Company and without charge, provide facilities at the Site for the off-loading and storage of the Goods and the Company's tools and equipment in a readily accessible and secure storage area protected from theft and damage and shall be solely responsible for the safekeeping of the Goods and the Company's tools and equipment whilst the same are stored at the Site;
 - (d) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services.
 - (e) provide prompt and unobstructed access to and egress from the Site;
 - (f) inform the Company of any unusual layout, composition or construction of the Site and report any unusual conditions or obstacles to the performance of the Services at the Site to the Company;
 - (g) notify the Company of any special properties of, or requirements of the Customer in relation to, any surfaces, fixtures or fittings at the Site, as the Company shall not in any event be held liable for any damage resulting directly or indirectly from the installation of any Goods to the Customer's property, fixtures or fittings, or from the removal of fixtures and fittings whether obsolete or not, or for damage to any materials, nor shall the Company be held liable for any damage to the Customer's property resulting directly or indirectly from the delivery of Goods to the Site;
 - (h) ensure that any materials and/or surfaces upon which the Services are to be performed comply with any tolerances required by the Company and are of adequate strength to withstand any work undertaken on them by the Company and to support the Goods;
 - (i) at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other operations are not undertaken at the Site,
- so as to ensure that the Services can be performed in one continuous, uninterrupted operation during Working Hours;
- (j) be responsible at its own cost (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions and licences necessary for the performance of the Services in accordance with these Conditions and for complying with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this clause 3.1 (j);
 - (k) provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer;
 - (l) ensure that all Input Material is provided to the Company in any format prescribed by the Company; and
 - (m) if requested to do so by the Company, effect and maintain appropriate and adequate insurance at the Site on an all risks basis.
- 3.2 The Customer shall not, without the prior written consent of the Company, whether acting on the Customer's own account, on behalf of, or with any other person (including any person which the Customer directs to act on its behalf), at any time from the date of first provision of the Services to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 3.3 Any consent given by the Company in accordance with clause 3.2 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.
- 4. PRICE:**
- 4.1 Prices for the Supplies, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The effective price for the Supplies shall be the price confirmed by the Company in its acknowledgement of order.
- 4.2 The Company shall not be liable for any incurred duties, taxes or tariffs should they arise.
- 4.3 Unless otherwise stated, the price quoted will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of dispatch of the Goods or commencement of performance of the

- Services.
- 4.4 Unless otherwise agreed in writing between the Customer and the Company, all prices for the supply of Goods are given by the Company on an ex works basis and the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
- 4.5 The Company's time-based rates are calculated from the time of dispatch or departure from the Company's premises to the time of return thereto. A mileage charge is also charged, as applicable, to overtime rates and call out costs whether or not incurred in an emergency and will be applied based upon such rates and costs as are published by the Company from time to time.
- 4.6 Any waiver or reduction of any price will only be applicable if agreed by the Company in writing.
- 5. DELIVERY AND PERFORMANCE:**
- 5.1 Whilst the Company will use its best endeavours to provide the Supplies in accordance with the Customer's requirements, the Company will not be liable for any consequences of any delay in the provision of the Supplies, howsoever caused.
- 5.2 Unless otherwise agreed in writing by the Company, the delivery of the Goods and the performance of the Services shall take place at the Site.
- 5.3 If so stipulated in the Company's acknowledgement of order, the Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading and loading the Goods.
- 5.4 If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at a substantial distance from any feasible vehicular access point, the Company reserves the right to levy an extra delivery charge.
- 5.5 The Company may deliver the Goods by separate instalments and perform the Services in separate tranches. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.6 Each instalment shall be a separate contract.
- 5.7 No cancellation or termination of any one contract relating to an instalment shall entitle the Customer to repudiate or cancel any other contract or instalment.
- 5.8 If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, the Company will charge the Customer an abortive delivery charge and:
- (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) 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); or
- (d) sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.
- 6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS:**
- 6.1 The Customer and the Company agree that in the course of the Company providing Supplies to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party. The Customer and the Company agree not to use any Confidential Information for any purpose other than the discharge of the receiving party's obligations under the Contract.
- 6.2 The Customer acknowledges the Company's ownership of all Intellectual Property Rights in any Deliverables and any Output Material and in any Goods and Services provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that, without limitation, any and all Intellectual Property Rights developed by the Company in performing any Services or providing any Goods shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this clause 6.2.
- 7. PAYMENT:**
- 7.1 Subject only to any special terms agreed in writing between the Company and the Customer, the Company shall be entitled to invoice the Customer for the price of the Supplies on or at any time after acceptance of the Customer's order.
- 7.2 Provided that the Customer has produced references which in the Company's opinion are satisfactory, then settlement terms will be net 30 days from the invoice date. In all other cases payments shall be made in advance upon submission by the Company of a pro-forma invoice. The time of payment of the price shall be of the essence of the Contract.

- 7.3 All payments shall be made without any deduction, withholding or set-off.
- 7.4 Failure by the Customer to pay any invoice by its due date shall entitle the Company to:
- (a) at its option, charge interest at the rate of five percent (5%) per annum above Lloyds TSB Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
 - (b) charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer;
 - (c) suspend any warranty for the Supplies or any other goods or services supplied by the Company to the Customer, whether or not they have been paid for;
 - (d) appropriate any payment made by the Customer to such of the Supplies as the Company may think fit;
 - (e) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;
 - (f) terminate the Contract, or suspend or cancel any future delivery of Goods and/or performance of Services; and
 - (g) cancel any discount (if any) offered to the Customer.
- 7.5 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8. FORCE MAJEURE:**
- The Company reserves the right to defer the date of provision of the Supplies, or to cancel the Contract or reduce the volume of the Supplies ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) 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 any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.
- 9. WARRANTY:**
- 9.1 The Company warrants (subject to the other provisions of these Conditions) that:
- (a) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in its acknowledgement of order that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated; and
 - (c) the Services will be performed with reasonable skill and care.
- 9.2 The Company's liability pursuant to clause 9.1 shall be limited:
- (a) for Goods, to the replacement or repair of any part of the Goods found to be defective and notified to the Company within the period set forth in clause 9.3; and
 - (b) for Services, to re-performing those Services found not to have been performed with reasonable skill and care and notified to the Company within the period set forth in clause 9.3.
- 9.3 Any defect or deficiency in, or malfunction or shortage or failure to correspond to specification of the Supplies shall be notified to the Company within 10 days of the time when the Customer discovers or ought to have discovered the defect or deficiency, or malfunction or shortage or failure to correspond to specification, as applicable; otherwise, the Supplies shall be deemed to be satisfactory and a charge will be made for additional rectification work. Goods must be promptly returned to the Company's premises for inspection, at the Customer's cost. The return of repaired goods will be at the Company's cost. The cost of removing the Goods from the Customer's property shall be for the Customer's sole account.
- 9.4 The Company shall not be liable for any breach of any warranty in clause 9.1, if:
- (a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect;
 - (b) the Customer modifies, adjusts, alters or repairs the Goods without the prior written consent of the Company;
 - (c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, installation, use or maintenance of the Goods or (if there are none) good trade practice;
 - (d) the defect arises from any Input Material, specification or design supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due



- (e) to the neglect or default of the Company;
the defect relates to electrical work or other work external to the Goods, or arises by virtue of any act or omission of the Customer relating to the operation of the Goods, or through relocation of the Goods not performed by, for or on behalf of the Company, or by subjecting the Goods to any unusual physical or other stress or adverse environmental conditions;
- (f) the full price for the Goods has not been paid by the time for payment stipulated in clause 7.2; or
- (g) the defect is of a type specifically excluded by the Company by notice in writing.
- 9.5 If upon investigation, the Company reasonably determines that any defect or deficiency in, or malfunction or shortage or failure to correspond to specification of the Supplies is a result of, or is excused by, any of the matters referred to in clause 9.4, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.
- 9.6 Subject to and without limiting the generality of any of the provisions of this clause 9, additional individual warranties may apply to certain Goods and/or Services. The terms of any such warranty (including the warranty period) may be obtained from the Company upon request.
- 10. EXCLUSION OF LIABILITY AND INDEMNITY:**
- 10.1 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:
- (a) any breach of these Conditions;
- (b) any use made or resale by the Customer of any of the Goods or of any product incorporating any of the Goods and any use made by the Customer of the Services; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 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 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to clause 10.2 and clause 10.3:
- (a) 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 shall be limited to the Contract price; and the Company shall not be liable to the Customer 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) which arise out of or in connection with the Contract.
- 10.5 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises 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, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 11. CHANGES:**
- The Company reserves the right, with prior approval from the Customer, to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Goods and/or Services.
- 12. RISK AND TITLE:**
- 12.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery of the Goods to the Customer.
- 12.2 85% Title to the Goods shall pass to the Customer upon 85% received in full (in cash or cleared funds) to the Company. Final 15% of title shall pass to customer upon receipt of any funds that remain outstanding.
- 12.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the

- (b) Company's bailee; maintain the Goods in satisfactory condition and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods;
- (c) notify the Company immediately if it becomes subject to any of the events listed in clause 13.1 (c);
- (d) not assign to any other person any rights arising from a sale of the Goods without the Company's written consent (and then only subject to a set of terms and conditions containing a Risk and Title clause which is at least as onerous as this clause 12); and
- (e) give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell the Goods in the ordinary course of its business, provided that it shall hold the entire proceeds of any such resale upon trust for the Company until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with its own or any other monies. The Customer acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the assets or part of the assets of the Customer is not in the ordinary course of the Customer's business.
- 12.4 If:
- (a) the Customer is late in paying for the Goods; or
- (b) the Customer is late in paying for any other goods or services supplied by the Company; or if
- (c) before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 13.1 (c) or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then: without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Company may enter the Site in order to recover them. The cost of removing the Goods from the Customer's property shall be for the Customer's sole account.
- 13. TERMINATION:**
- 13.1 Notwithstanding anything else contained in these Conditions, the Contract may be terminated by the Company with immediate effect upon written notice to the Customer if:
- (a) the Customer commits any breach of its obligations under the Contract and fails to remedy the same within 14 days of receipt
- of a written notice from the Company specifying the breach and requiring it to be remedied; or
- (b) any payment due under the Contract is more than 21 days in arrears; or
- (c) the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 13.2 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any 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; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision implicitly surviving termination, shall not be affected.
- 14. GENERAL:**
- 14.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.
- 14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.
- 14.3 Neither the Company nor the Customer intends that any of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.
- 14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 14.5 The Company shall be entitled at its discretion to perform any of the obligations assumed by it and to exercise any of its rights granted to it under the Contract through any other company or subsidiary.
- 14.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.
- 14.7 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.
- 14.8 These Conditions shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that



purpose.