

Terms and Conditions for supply of Goods and Services

Version 2026/2027

The Buyer's attention is particularly drawn to Clause 14

1. Definitions

Seller Z10 Safety Ltd (registered in England and Wales with company number 11327957) whose registered office is at PO BOX 501 The Nexus Building Broadway, Letchworth Garden City, Herts, England, SG6 9BL

Buyer the person or firm who buys or agrees to buy the Goods/and or Services from the Seller. **Conditions** the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller. **Contract** the contract between the Z10 Safety Ltd and the Buyer for the sale and purchase of the Goods in accordance with these Conditions. **Goods** the items which the Buyer agrees to buy from the Seller as set out in the Order. **Price** the price for the Goods, excluding VAT and any carriage, packaging and insurance costs. **Force Majeure Event** has the meaning set out in clause 16. **Intellectual Property Rights** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **Order** the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form OR overleaf OR the Buyer's written acceptance of the Seller's quotation, or overleaf, as the case may be. **Services** the services supplied by the Seller to the Buyer as set out in the Order. **Seller Materials** has the meaning set out in clause 12.1.6. **Business Day** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document. **2.2** All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services from the Seller pursuant to these Conditions. **2.3** The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence. **2.4** The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions. **2.5** Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or website (including approximate measurements of Goods) are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force. **2.6** The Seller do not accept any liability from the use of data contained on the Seller's website. The Buyer is recommended to check with the Seller prior to any critical/irreversible action taking place. The Seller reserves the right to change specification of, or withdraw, any product without prior notice. **2.7** A quotation for the Goods given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue. **2.8** The Buyer may not amend or cancel an Order without the prior written consent of the Seller. If the Buyer amends or cancels an Order, its liability to the Seller shall be limited to payment to the Seller of all costs reasonably incurred by the Seller in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Seller's failure to comply with its obligations under this agreement the Buyer shall have no liability to the Seller in respect of it. **2.9** Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions. **2.10** These Conditions may not be varied except by the written agreement of a director of the Seller. **2.11** These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued. The company will update these conditions on its website, this shall be deemed notice to the buyer that the current version prevails.

3. Price

3.1 The Price shall be the price quoted on the Order. **3.2** The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase

in the cost of the Goods that is due to: **3.2.1** any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

3.2.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

3.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

3.2.4 OEM terms offered for sale direct from the factory priced in GBP or USD will be valid for 90 days only. They may be varied if the spot currency rate changes by more than 5% from the date of offer.

3.2.5 All orders are subject to final confirmation and acceptance by the seller and may be declined with no reason provided.

3.2.6 VAT and Duty are excluded for FOB orders and the seller must make arrangements to pay any monies on arrival at the UK border and in accordance with HMRC and VAT rules at the time of entry.

3.2.7 Unless stated on the quotation payment shall be a 30% deposit within 7 days of the order being placed. The order is not accepted until payment is cleared and written confirmation sent by the seller. The balance of 70% must be issued before the goods are released from the factory.

3.3 Unless otherwise agreed by the Seller in writing, the price of the Goods:

3.3.1 includes the costs and charges of packaging;

3.3.2 excludes amounts in respect of value-added tax (VAT), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice.

3.3.3 For Direct Import / FOB orders this excludes any carriage, duty or import charges unless specifically mentioned on the quotation.

4. Payment and Interest

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice or by arrangement before the order is placed. The terms will be provided by the seller on the invoice.

4.2 The Seller may invoice the Buyer for the Goods on or at any time after the completion of delivery (or part delivery).

4.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment. The Buyer shall pay the interest together with the overdue amount.

4.4 The Buyer shall pay all accounts under the Contract in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence.

5. Goods

5.1 The Goods are described in the Order.

5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

5.3 The seller is not responsible nor liable for any losses or performance deficiencies (.i.e. illumination level on the evacuation route) resulting by installing the products incorrectly (or in the wrong environment) and not in conjunction with the instructions or photometric data provided.

5.4 A Stock Cleanse Policy is allowable for Authorized Z10 Safety Ltd Stockists that have a Signed Agreement. One (1) Stock Cleanse claim, Per Annum, can be arranged with a compensating order at a rate of 2:1 Value. i.e. Twice the Value for a New Order against the value of Goods Value wishing to be Cleansed.

All Goods must be in their original packaging along with accessories/parts (if applicable) and user guide and only available in the current published catalogue. Any goods returned that do not meet the above criteria will not be credited and disposed of after 7 days.

Z10 Safety Ltd reserves the right to charge a handling charge of 25% for all other goods returned for any Cancelled Projects in Full or in Part. This is only by written agreement in

advance.

6. Warranties

6.1 The Seller warrants that for a period set out in the Seller's Warranty Policy commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (set out in the Seller's Warranty Policy), the Goods and/or Services shall:

6.1.1 conform with their description;

6.1.2 the seller warrants the products for five years from date of purchase unless specific excluded or extended in writing.

6.1.3 the company reserves the right to replace the faulty product with a similar product if original was obsolete.

6.2 any Goods manufactured by the Seller (and registered by you as described in 6.1) will, with exception of those items in sub-clause 6.3, when stored and used in accordance with any applicable instructions, where the product has not exceeded the limits of temperature and voltage values as described in the installation instructions supplied with the product, perform in accordance with our published specification for the duration of the stated life;

6.3 Batteries supplied by the seller that are installed within the Goods will under normal usage and conditions, and where the product has not exceeded the limits of temperature or other electrical characteristics, continue to function for five years from the date of manufacture for Lithium Ion batteries (unless expressly excluded);

6.4 The five-year warranty is subject to registration of the installed Goods via our website (or by email to enquire@z10safety.com). The address of installation and date of commissioning (in line with the applicable standards and legislation) must be noted along with the type and quantity of Goods. In the event that registration is not completed the warranty will revert to one year from date of delivery.

6.5 No other warranties. The warranties in Clause 6.1 are the only ones given by the company in relation to the Goods and the Services, and all other representations and warranties, written or oral, express or implied (except the conditions which are implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are excluded to the fullest extent permitted by law.

6.5.1 Remedies for breach of warranties. Subject to Clause 6.7, if a breach of the warranty in sub-clauses 6.2 to 6.4 (inclusive) occurs within the Relevant Period you may seek a remedy from the company according to this Clause 6.5.2. If you provide satisfactory evidence of the breach (and, in the case of the warranty in Clause 6.3, evidence of the date the relevant component was manufactured and of the original manufacturer's warranty) within seven days of determining the breach we will at our option provide a credit note in respect of or replace the item in question at our choice, the replacements will be delivered to you at our cost. The cost of installing any replacement(s) being borne by you.

6.5.2 For breaches of the warranty in sub-clause 6.4, if you give the company notice in writing within seven days of determining the breach, providing the date the Deliverables were delivered to you and satisfactory evidence of the breach of warranty, we will, at our discretion, provide a credit note for the fees for the applicable Services, repair or replace the applicable Deliverables or re-perform the applicable Services.

6.5.3 If we decide to repair or replace an item under this Clause 6, we will require you to return the item to us at your own risk and at your own expense, to analyse and determine whether you have a valid claim for breach of warranty. It is your responsibility to send the goods back and obtain a signature, we are not responsible for non-deliveries or goods lost in transit to the company. If you do have such a valid claim, we will pay for the cost of delivering the repaired item or replacement to you. In the event of a replacement being supplied, such replacement will be warranted for the unexpired portion of the original warranty. If we comply with Clauses 6.5.2 to 6.5.4 as appropriate, we shall have no further liability to you in respect of the breach of warranty.

6.6 Certain liability accepted. These Conditions do not exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or other fraud, or for wilful default, or otherwise insofar as any exclusion or limitation of our liability is void, prohibited or unenforceable by law. All terms of the Contract that have the effect of excluding or limiting our liability shall be subject to this Clause 6.

6.7 Exclusions and limitations. Subject to Clause 6.6:

6.8 our total liability, in contract or tort or for any misrepresentation or otherwise, arising out of or in connection with the Contract, shall be limited to the amount paid by you for the Goods and Services supplied or to be supplied under the Contract; and

6.9 we shall not be liable to you, in contract or tort or for any misrepresentation or otherwise, for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of

anticipated savings, loss of or damage to goodwill, or any indirect, special or consequential loss or damage whatsoever (howsoever caused) which arise out of or in connection with the Contract.

7. Delivery of Goods

7.1 The seller shall not have any liability for short delivery, loss or damage to Goods occurring during delivery or for non-delivery unless claims to that effect are notified verbally to the Company within 3 days of delivery and confirmed in Writing to the Company within 7 days from delivery (in the case of loss or damage or short delivery) the Buyer shall facilitate access to the Goods for inspection by the Company of the alleged damage. In the case of non-delivery, the Buyer must confirm in Writing within 7 days of the Company's invoice or advice note.

7.2 The Company shall use reasonable commercial endeavours to deliver the Goods in accordance with any delivery date notified to the Buyer. Time of delivery shall not be of the essence and the Company shall not be liable for any business interruption, loss of production, loss of profits, contracts, goodwill or anticipated savings, loss arising from any third party claims or any special, indirect or consequential loss (whether or not foreseeable) howsoever suffered by the Purchaser as a result of any delay in delivery or non-delivery.

7.3 The Company reserves the right to deliver the Goods by instalments and to invoice for each instalment separately. Each delivery shall constitute a separate Contract and any claim by the Buyer relating to specific instalments shall not itself entitle the Purchaser to any remedy in respect of other instalments.

7.4 Delivery shall be deemed to have taken place when the Company makes the Goods available for collection at its premises to the Buyer, or its designated carrier whether designated and arranged by the Buyer or the Company.

7.5 If the Company, at the request of the Buyer, stores the Goods or arranges for them to be delivered or dealt with otherwise than as stated above the Buyer shall pay to the Company a reasonable charge (which shall include the cost of insurance) for such service. The Buyer shall also pay to the Company any additional delivery costs and extra handling costs resulting from the Buyers failure to take delivery on the due date and the Company shall be entitled to charge the Buyer any increase in the Company's list price of the Goods between the due date for delivery and the date on which delivery is actually affected.

7.6 Risk of loss or damage of any kind to the Goods (but not the title) shall pass to the Buyer on delivery.

7.7 Goods delivered in accordance with a Contract may not be returned without the Company's express Written agreement and subject to the Buyer reimbursing all the Company's costs relating to the sale Contract.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods on the completion of unloading of the Goods at the Delivery Location.

8.2 The Buyer shall carry out a thorough inspection of the Goods within 5 days and give notice in writing to the seller within reasonable time after discovering that some or all of the goods do not comply with clause 6, the Buyer must give evidence to the Seller about any non-compliance and must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8.4 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 6 in any of the following events:

8.4.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 8.2;

8.4.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.4.3 the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer;

8.4.4 the Buyer alters or repairs such Goods without the written consent of the Seller;

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

8.4.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.5 If the Seller replaces any Goods in circumstances where any of the events in clause 8.4 apply or in circumstances where the Seller is not at fault, the Seller may charge the Buyer for the price of the replacement Goods and any costs and expenses incurred by the Seller in providing such replacement Goods to the Buyer.

8.6 In relation to components comprised within the Goods which are manufactured by a third party, the warranty in clause 6 shall not apply to such components but the Seller shall pass to the Buyer the benefit of the warranty or guarantee from the third party (where permissible under the terms of the warranty or guarantee) and the Seller shall have no further liability in respect of such components.

8.7 Except as provided in this clause 8, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 6.

8.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.9 These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

9. Title and risk

9.1 Title to the Goods shall remain with the Company until such time as the Company has received all payments owing to the Company under the Contract and all payments owing to the Company by the Purchaser on any other account whatsoever have been paid in full. This shall not prevent the Company from suing for the price of the Goods.

9.2 While the Goods are the property of the Company, the Purchaser, as bailee, on behalf of the Company, shall keep them safe, insured and separate and identifiable from all other Goods in its possession and shall not charge, pledge or deal with them or allow any lien or other interest to arise over them.

9.3 If any amount owing by the Purchaser to the Company on any account is not paid or the Purchaser ceases or threatens to cease trading or is unable to pay its debts as they fall due, or has any receiver or liquidator appointed over any of its business or assets, or passes a resolution for winding-up, or is the subject of any application, petition or order for administration, winding-up, dissolution or bankruptcy, or enters into any composition or

voluntary arrangement with its creditors or is subject to any similar event of insolvency in any other jurisdiction or if the Company reasonably suspects that the Purchaser is likely to be subject to any of the same the Company shall be entitled to the immediate return of the Goods which are the property of the Company and the Purchaser hereby irrevocably authorises the Company to recover the Goods and to facilitate access to the Goods for that purpose.

9.4 Risk shall pass on delivery of the Goods to the Buyer's address.

9.5 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.6 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall:

9.6.1 store and maintain the Goods in satisfactory condition;

9.6.2 mark the Goods so they can be at all times be identified as the property of the Seller

9.6.3 keep them insured against all risks for their full price from the date of delivery.

9.7 The Seller may at any time before title passes and without any liability to the Buyer:

9.7.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.7.2 for that purpose (or determining what if any Goods are held by the Buyer and inspect them) enter any premises of or occupied by the Buyer.

9.8 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

10.1 Carriage will be chargeable on all sales under £400. This will be at the rate of £15 and deliveries will be made only within UK Cities. Some post codes within the UK require a surcharge because of their remoteness. Please contact a representative of Z10 Safety for more information. Larger orders will be by pallet and at the cost of the buyer. Collection by the buyers own couriers is permitted with 1 days' notice.

10.2 The company shall use a 3rd party courier company to deliver orders under 20kg and shall be not responsible for any delay.

10.3 The Company will not deliver Goods to any building site or address unless the Purchaser assumes full responsibility in Writing, for any loss or damage howsoever caused. This type of delivery will be at the absolute discretion of the Company and will incur additional carriage costs.

10.4 The price for the Goods is exclusive of delivery, insurance, 3rd party expenditure, any other reasonable expenditure incurred in the delivery of the Goods and other services provided by the Company which shall be payable in addition to the price payable for the Goods by the Purchaser unless otherwise agreed in Writing between the parties. The Company may charge the additional costs for supplying any Special Items to the account of the Purchaser.

11. Supply of Services

11.1 The Seller shall provide the Services to the Buyer. **11.2** The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. **11.3** The Seller 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 Seller shall notify the Buyer in any such event.

12. Buyer's obligations

12.1 The Buyer shall:

12.1.1 Ensure that the terms of the Order are complete and accurate;

12.1.2 Co-operate with the Seller in all matters relating to the Services;

12.1.3 Provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises as reasonably required by the Seller to provide the Services;

12.1.4 Provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

12.1.5 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; and

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

12.2 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):

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

12.2.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 12.2; and

12.2.3 The Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

13. Intellectual Property Rights

13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller. **13.2** The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to license such rights to the Buyer. **13.3** All Seller Materials are the exclusive property of the Seller.

14. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

14.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its employee agents or subcontractors;

14.1.2 fraud or fraudulent misrepresentation;

14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

14.1.5 defective products under the Consumer Protection Act 1987; or

14.1.6 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability

14.2 Subject to clause 14.1:

14.2.1 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or profit, or any indirect or consequential loss arising under or in connection with the Contract and

14.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

14.3 After the Warranty Period, 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. **14.4** This clause 14 shall survive termination of the Contract.

15. Termination

15.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the other party if:

15.1.1 the Buyer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 15 days after receipt of notice in writing to do so;

15.1.2 the Buyer 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 2 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply];

15.1.3 the Buyer 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 the Buyer with one or more other companies or the solvent reconstruction of that Buyer];

15.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for connection with the winding up of the Buyer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer party with one or more other companies or the solvent reconstruction of the Buyer;

15.1.5 the Buyer (being an individual) is the subject of a bankruptcy petition or order;

15.1.6 a creditor or encumbrancer of the Buyer 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 Buyer (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 Buyer or a receiver is appointed over the assets of the Buyer;

15.1.10 any event occurs, or proceeding is taken, with respect to the Buyer 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 Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on or substantially the whole of its business;

15.1.12 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

15.1.13 the Buyer (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 mental health legislation.

15.2 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer 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 Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.13, or the Seller reasonably believes that the Buyer is about to become subject to any of them. **15.4** On termination of the Contract for any reason:

15.4.1 the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

15.4.2 the Buyer shall return all of the Seller Materials and any Deliverables which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer 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 on 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 Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors. **16.2** The Seller shall not be liable to the Buyer as a result of any delay or 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 Seller from providing any of the Services and/or Goods for more than 4 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving 1 weeks written notice to the Buyer.

17. General

17.1 Notices.

17.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, 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 prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

17.1.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.1.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

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

17.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute

a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. **17.3** No partnership or agency. Nothing in the 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. **17.4** Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms. **17.5** This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral. **17.6** 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 Seller. **17.7** Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. **17.8** Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).