

FULLSTERKUR LIMITED TERMS AND CONDITIONS FOR THE SALE OF GOODS AND THE SUPPLY OF SERVICES TO BUSINESSES

1. Application and Entire Agreement

- 1.1. These Terms and Conditions apply to the provision of the services (**Services**) and / or to the purchase of the goods detailed in our quotation (**Goods**) by the buyer (**you** or **Customer**) from FULLSTERKUR Limited, a company registered in England and Wales under number 15191561 whose registered office is at 86-90 Paul Street, London, EC2A 4NE (**we** or **us** or **Service Provider** or **Supplier**) to the person buying the services (**you** or **Customer**). All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 1.2. You are deemed to have accepted these Terms and Conditions when the supplier issues written acceptance of the quotation (**the Contract**) or, if no acceptance is issued, you accept them or our quotation, or from the date of any performance of the Services, or from the date of any delivery of the Goods (whichever happens earlier) at which point and on which date the Contract shall come into existence (**Commencement Date**) and these Terms and Conditions and / or our quotation will constitute the entire agreement between us and you.
- 1.3. Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.4. These Terms and Conditions and the quotation (together, the Contract) apply to the provision of the services and to the purchase and sale of any Goods between us and you, and you acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer warrants that it is entering into the Contract for business purposes in connection with the carrying on by the Customer of a business.
- 1.5. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 1.6. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 1.7. Nothing in this clause shall limit or exclude any liability for fraud.
- 1.8. Prices do not include taxes, duties, tariffs, fees or levies imposed from time to time by any government or other authority which will be payable by the Buyer in addition at the rate prescribed by law from time to time.
- 1.9. From the date hereof, in the event of a change in market conditions or any occurrence arising out of or in connection with the decision of the UK to withdraw from the EU (including, but not limited to, changes in exchange rates, energy or labour costs and raw material prices) the Supplier will be entitled to vary its prices or add a surcharge to sums payable by the Buyer to reflect the additional costs incurred directly or indirectly by the Supplier to perform its obligations arising under any contract formed between the parties pursuant hereto.
- 1.10. The Supplier will use reasonable endeavours to deliver the Goods and/or perform the Services in accordance with any time(s) stated in any contract formed between the parties pursuant hereto but time shall not be of the essence. The Supplier will be entitled to vary any such delivery times, without liability to the Buyer, as a result of any delay which it experiences arising out of or in connection with the decision of the UK to withdraw from the EU.

- 1.11. In the event that some or all of the activities of the Supplier in connection with any contract formed pursuant hereto are rendered illegal or unlawful as a result of any change or occurrence arising out of or in connection with the decision of the UK to withdraw from the EU, then the Supplier may terminate the contract at any time with immediate effect by giving written notice to that effect to the Buyer.

2. Interpretation

- 2.1. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
- 2.2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
- 2.3. Words imparting the singular number shall include the plural and vice-versa.
- 2.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.5. A reference to a party includes its successors and permitted assigns.
- 2.6. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.7. Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 2.8. A reference to writing or written includes faxes and emails or other means of electronic communication.

3. Goods

- 3.1. The description of the Goods is set out in our sales documentation unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause shall survive termination of the Contract.
- 3.3. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

- 4.1. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
- 4.2. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
- 4.3. Any increase in the Price under the clause above will only take place after we have told you about it.
- 4.4. You may be entitled to discounts. Any and all discounts will be at our discretion.
- 4.5. The Price is exclusive of fees for packaging and transportation/delivery.
- 4.6. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Cancellation and Alteration

- 5.1. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
- 5.2. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
- 5.3. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

6. Payment

- 6.1. We will invoice you for the Price of either:
 - 6.1.1. on or at any time after delivery of the Goods; or
 - 6.1.2. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection, or we have tried to deliver them.
- 6.2. You must pay the Price within 30 days of the date of our invoice or otherwise in full and in cleared funds to a bank account nominated in writing by the Supplier according to any credit terms agreed between us.
- 6.3. You must make payment even if delivery has not taken place and/or that the title in the Goods has not passed to you.
- 6.4. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
- 6.5. Time for payment will be of the essence of the Contract between us and you.
- 6.6. All payments must be made in British Pounds unless otherwise agreed in writing between us.
- 6.7. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 6.8. The Supplier reserves the right to:
 - 6.8.1. 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 Supplier that is due to:
 - 6.8.2. any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 6.8.3. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 6.8.4. any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 6.9. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

7. Delivery

- 7.1. We may at our discretion and without prejudice, arrange for the delivery of the Goods to the address specified in the quotation or your order or to another location we agree in writing.
- 7.2. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
- 7.3. Delivery of the Goods shall be completed on the completion of loading of the Goods at the premises of the Supplier.
- 7.4. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 a.m. to 8 p.m.
- 7.5. If you do not take delivery of the Goods within three business days we may, at our discretion and without prejudice to any other rights:
 - 7.5.1. deemed delivery of the Goods to have been completed at 9.00 a.m. on the third business day following the day on which the Supplier notified the Customer that the Goods were ready.
 - 7.5.2. store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage, and insurance; and / or
 - 7.5.3. make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
 - 7.5.4. after twenty business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
- 7.6. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
- 7.7. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.8. We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

8. Quality, Inspection and Acceptance of Goods

- 8.1. You must inspect the Goods on delivery or collection.
- 8.2. If you identify any damages or shortages, you must inform us in writing within five days of delivery, providing details.
- 8.3. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
- 8.4. In respect of Goods manufactured by the Supplier, the Supplier warrants that on delivery, the Goods shall conform in all material respects with their description and any applicable Goods Specification, and be free from material defects in design, material and workmanship.
- 8.5. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them if:
- 8.6. We will be under no liability or further obligation in relation to the Goods if:
 - 8.6.1. if you fail to provide notice as set above; and/or
 - 8.6.2. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - 8.6.3. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - 8.6.4. the defect arises from normal wear and tear of the Goods; and/or
 - 8.6.5. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees, or agents or any third parties; and/or

- 8.6.6. the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer; and/or
- 8.6.7. the Goods differ from their description or any applicable Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; and/or
- 8.6.8. the Supplier is not given a reasonable opportunity to examine such Goods.
- 8.6.9. You bear the risk and cost of returning the Goods.
- 8.6.10. In respect of Goods not manufactured by the Supplier, the Supplier shall use reasonable endeavours to assign the benefit of any manufacturer warranties and/or guarantees to the Customer which the Supplier may have in respect of any Goods which are not manufactured by the Company in relation to their quality, condition or description.
- 8.7. Except as provided in this clause, the Supplier shall have no liability to the Customer in respect of the Good's failure to comply with the warranty set out in this clause.
- 8.8. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 8.9. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within five days after delivery.

9. Risk and Title

- 9.1. The risk in the Goods will pass to you on completion of delivery.
- 9.2. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
- 9.3. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and / or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and / or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and / or (d) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 9.4. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

10. Services

- 10.1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 10.2. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
- 10.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

11. Your Obligations

- 11.1. You must:
 - 11.1.1. obtain any permissions, consents, licences or otherwise that we need, which may be required for the Services before the date on which the Services are to start.
 - 11.1.2. give us with access to any and all relevant information, materials, properties, and any other matters which we need to provide the Services, and ensure that such information is complete and accurate in all material respects.

- 11.1.3. provide the Supplier, its employees, agents, consultants, and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services.
- 11.1.4. if required by the Supplier, prepare the Customer's premises for the supply of the Services.
- 11.1.5. comply with all applicable laws, including health and safety laws.
- 11.1.6. keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- 11.1.7. comply with any additional obligations as set out in the contract.
- 11.2. If you do not comply with clause 4.4.1, we can terminate the Services.
- 11.3. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your Obligations**).
- 11.4. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 11.4.1. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations.
 - 11.4.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.4.4.
 - 11.4.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

12. Fees

- 12.1. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
- 12.2. The Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.30 a.m. to 5.00 p.m. worked on Business Days.
- 12.3. The Supplier shall be entitled to charge an overtime rate of up to 200% of the Fee Rate on a pro-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 clause 4.5.2.
- 12.4. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
- 12.5. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 4.5.2. also apply to these additional services.
- 12.6. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
- 12.7. The Supplier reserves the right to increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding twelve month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

13. Cancellation and Amendment

- 13.1. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation (unless the quotation has been withdrawn).
- 13.2. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- 13.3. If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
- 13.4. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

14. Payment

- 14.1. We will invoice you for payment of the Fees either:
 - 14.1.1. when we have completed the Services; or
 - 14.1.2. on the invoice dates set out in the quotation.
- 14.2. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
- 14.3. Time for payment shall be of the essence of the Contract.
- 14.4. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 14.5. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 14.6. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
- 14.7. Receipts for payment will be issued by us only at your request.
- 14.8. All payments must be made in British Pounds unless otherwise agreed in writing between us.
- 14.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Sub-contracting and Assignment

- 15.1. We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 15.2. You must not, without our prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

16. Termination

- 16.1. We can terminate the sale of Goods or Services under the Contract or the provision of the Services immediately if you:
 - 16.1.1. commit a material breach of your obligations under these Terms and Conditions; or
 - 16.1.2. fail to make pay any amount due under the Contract on the due date for payment; or
 - 16.1.3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - 16.1.4. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

16.1.5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

16.2. On termination of the Contract:

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

16.2.2. the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

16.2.3. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

17. Intellectual Property

17.1. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

18. Liability and Indemnity - Services

18.1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

18.2. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

18.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

18.3.1. any indirect, special or consequential loss, damage, costs, or expenses or;

18.3.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or

18.3.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

18.3.4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

18.3.5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

18.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

18.5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

19. Limitation of Liability - Goods

- 19.1. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
- 19.2. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions, or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 19.3. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 19.4. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 19.5. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - 19.5.1. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - 19.5.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - 19.5.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - 19.5.4. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - 19.5.5. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- 19.6. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

20. Communications

- 20.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 20.2. Notices shall be deemed to have been duly given:
 - 20.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - 20.2.2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - 20.2.3. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - 20.2.4. on the tenth business day following mailing, if mailed by airmail.
- 20.3. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

21. Data Protection

- 21.1. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- 21.2. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
- 21.3. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 21.4. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

- 21.5. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors, or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
- 21.6. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- 21.7. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email: gdpr@fullsterkur.group.

22. Circumstances Beyond a Party's Control

- 22.1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

23. No waiver

- 23.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.
- 23.2. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

24. Severance

- 24.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

25. Law and Jurisdiction

- 25.1. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.