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SCHEDULE

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1. Interpretation

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

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business

Business Hour: the period from [9.00 am to 5.00 pm] on any Business Day.

Contract: the Customer's order and the Supplier's acceptance of it in accordance with condition 3.3.

Customer: the person, firm or company who purchases Equipment from the Supplier.

Equipment: the equipment agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of it).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

[Mandatory Policies: the Supplier's business policies listed in the Schedule, as amended by notification to the Customer from time to time.

Software: any operating system installed on the Equipment.

Supplier: 9I-Robotics Limited of 62 Tunstall Drive, Accrington, England, BB5 5DG (Company No. 14838203).

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.

1.2 Condition, Schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** excludes faxes [and email **OR** but not email].
- 1.9 References to conditions and Schedules are to the conditions and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application of conditions

- 2.1 These conditions shall:
 - (a) apply to and be incorporated in the Contract; and
 - (b) prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. Basis of sale

- 3.1 Any quotation is valid for a period of 30 days only, and the Supplier may withdraw it at any time by notice to the Customer.
- 3.2 Each order or acceptance of a quotation for Equipment by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that its order is complete and accurate.
- 3.3 A binding contract shall not come into existence between the Supplier and the Customer unless and until the Supplier issues a written order acknowledgement to the Customer, or the Supplier delivers the Equipment to the Customer (whichever occurs earlier).

- 3.4 The Supplier may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 3.5 No order which has been acknowledged by the Supplier may be cancelled by the Customer, except with the agreement in writing of the Supplier and provided that the Customer indemnifies the Supplier 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 Supplier as a result of cancellation.

4. Quantity and description

- 4.1 The quantity and description of the Equipment shall be as set out in the Supplier's acknowledgement of order or (if there is no acknowledgment of order) quotation.
- 4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 4.4 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where the Supplier is not the manufacturer of the Equipment, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Supplier.
- 4.5 The Supplier's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

5. Prices

- 5.1 All prices shall be as stated in the Supplier's acknowledgement of order. All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties. The Supplier shall provide the Customer with a VAT invoice.
- 5.2 The price of the Equipment shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's price list current at the date of acceptance of the order. The Supplier's published export price list shall apply to exports of the Equipment as appropriate.

5.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Equipment as has not been delivered to reflect any increase in the cost to the Supplier which is due to market conditions or any factor beyond the control of the Supplier (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

6. Payment

6.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier may invoice the Customer for the price of the Equipment on or at any time after the Supplier has notified the Customer that the Equipment is ready for collection.

6.2 The terms of payment shall be:

- (a) in the case of Equipment delivered in the United Kingdom, within 30 days of the date of the Supplier's invoice, whether or not delivery has taken place or title in the Equipment has passed to the Customer; and
- (b) in the case of export sales, in accordance with condition 11.5.

6.3 Time for payment of the price shall be of the essence of the Contract.

6.4 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

- (a) terminate the Contract or suspend any further deliveries of Equipment (whether ordered under the same contract or not) to the Customer;
- (b) appropriate any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other contract between the Customer and the Supplier) as it thinks fit (despite any purported appropriation by the Customer);
- (c) charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 6% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- (d) suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;

- (e) make a storage charge for any undelivered Equipment at its current rates from time to time;
 - (f) stop any Equipment in transit; and
 - (g) a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 6.5 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.5 is without prejudice to any right to claim for interest under the law, or any right under the Contract.
- 6.6 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7. Delivery of Equipment and acceptance

- 7.1 The Supplier shall use its reasonable endeavours to deliver the Equipment on the date or dates specified in the Supplier's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Equipment and the Supplier is not in any circumstances liable for any delay in delivery, however caused.
- 7.2 The Equipment may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 7.3 Delivery shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 7.4 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 7.5 The Customer shall be deemed to have accepted the Equipment when the Customer has had 1 day to inspect it after delivery and has not exercised in writing its right of rejection in accordance with condition 12.
- 7.6 The Supplier shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Equipment and that the Equipment

has been handled in accordance with the Supplier's stipulations. Any remedy under this condition 7.6 shall be limited, at the option of the Supplier, to the replacement or repair of any Equipment which is proven to the Supplier's satisfaction to have been lost or damaged in transit.

8. Risk and property

- 8.1 The Equipment shall be at the risk of the Supplier until delivery to the Customer at the place of delivery specified in the Supplier's acknowledgement of order. The Supplier shall off-load the Equipment at the Customer's risk.
- 8.2 Ownership of the Equipment shall pass to the Customer on the later of completion of delivery (including off-loading), or when the Supplier has received in full in cleared funds all sums due to it in respect of:
- (a) the Equipment; and
 - (b) all other sums which are or which become due to the Supplier from the Customer on any account.
- 8.3 Until ownership of the Equipment has passed to the Customer under condition 8.2, the Customer shall:
- (a) hold the Equipment on a fiduciary basis as the Supplier's bailee;
 - (b) store the Equipment (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as the Supplier's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - (d) keep the Equipment insured on the Supplier's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Supplier, ensure that the Supplier's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 8.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 17 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to the Supplier on the due date.
- 8.5 Until ownership of the Equipment is transferred to the Customer in accordance with condition 8.2, the Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Equipment shall be borne by the Customer.

8.6 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this condition 8 shall remain in effect.

8.7 The Supplier may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

9. Inspection and testing of Equipment

The Supplier shall:

- (a) test and inspect the Equipment on delivery to ensure that it complies with the requirements of the Contract; and
- (b) if so requested by the Customer, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).

10. Software licence

10.1 If the Supplier refers to a software licence in the acknowledgment of order, the price of the Equipment includes the licence fee for the Customer's right to use the Software.

10.2 If the Customer is provided with any operating system software licence in respect of the Software, the Customer shall sign and return it to the Supplier within seven days of installation of the software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.

10.3 If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

- (a) the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without Supplier's prior written consent;
- (b) the Customer shall not use the Software on any equipment other than the Equipment, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;
- (c) such licence shall be terminable by either party on 28 days' written notice, provided that the Supplier terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and
- (d) on or before the expiry of this licence, the Customer shall return to the Supplier all copies of the Software in its possession.

11. Export terms and compliance with policies

- 11.1 Where the Equipment is supplied for export from the United Kingdom, the provisions of this condition 11 shall (subject to any contrary terms agreed in writing between the Customer and the Supplier) override any other provision of these conditions.
- 11.2 The Customer shall be responsible for complying with any legislation governing:
- (a) the importation of the Equipment into the country of destination; and
 - (b) the export and re-export of the Equipment,
- and shall be responsible for the payment of any duties on it.
- 11.3 Unless otherwise agreed in writing between the Customer and the Supplier, the Equipment shall be delivered free on board the air or sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.4 The Supplier shall be responsible for arranging for the testing and inspection of the Equipment at the Supplier's premises before shipment.
- 11.5 Payment of all amounts due to the Supplier shall be made by irrevocable letter of credit opened by the Customer in favour of the Supplier and confirmed by a bank in England acceptable to the Supplier or, if the Supplier has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Supplier of a bill of exchange drawn on the Customer payable 60 days after sight to the order of the Supplier at such branch of Barclays Bank plc in England as may be specified in the bill of exchange.
- 11.6 The Customer shall pay the price for the Equipment in pounds sterling.
- 11.7 In performing its obligations under this agreement the Customer shall comply with the Mandatory Policies.

12. Warranty

- 12.1 The Supplier warrants to the Customer that the Equipment is free from defects of workmanship and materials. The Supplier undertakes (subject to the remainder of this condition 12), at its option, to repair or replace Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within six months of delivery and installation.
- 12.2 The Supplier shall not in any circumstances be liable for a breach of the warranty contained in condition 12.1 unless:
- (a) the Customer gives written notice of the defect to the Supplier within seven days of the time when the Customer discovers or ought to have discovered the defect; and

- (b) after receiving the notice, the Supplier is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by the Supplier) returns such Equipment to the Supplier's place of business at the [Supplier's] cost for the examination to take place there.
- 12.3 The Supplier shall not in any circumstances be liable for a breach of the warranty in condition 12.1 if:
 - (a) the Customer makes any use of Equipment in respect of which it has given written notice under condition 12.2(a); or
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
 - (c) the Customer alters or repairs the relevant Equipment without the written consent of the Supplier.
- 12.4 Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the six month period.
- 12.5 The Supplier shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

13. Remedies

- 13.1 The Supplier shall not in any circumstances be liable for any non-delivery of Equipment (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in writing of the failure to deliver within seven days after the scheduled delivery date.
- 13.2 Any liability of the Supplier for non-delivery of the Equipment shall in all circumstances be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Equipment.
- 13.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition 18), the Customer shall in all circumstances be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 13.4 In the event of any claim by the Customer under the warranty given in condition 12.1, the Customer shall notify the Supplier in writing of the alleged defect. The Supplier shall have the option of testing or inspecting the Equipment at its current location or moving it to the Supplier's premises (or those of its agent or subcontractor) at the cost of the Supplier. If the Customer's claim is subsequently found by the Supplier to be

outside the scope or duration of the warranty in condition 12, the costs of transportation of the Equipment, investigation and repair shall be borne by the Customer.

14. Limitation of liability

14.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (a) any breach of the Contract however arising; and
- (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the greatest extent permitted by law.

14.3 Nothing in these conditions excludes or limits the liability of the Supplier for:

- (a) death or personal injury caused by the Supplier's negligence; or
- (b) fraud or fraudulent misrepresentation.

14.4 Subject to condition 14.2 and condition 14.3:

- (a) the Supplier shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) wasted expenditure; or
 - (ix) loss or corruption of data or information; or
 - (x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier's total liability in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Equipment under condition 5.

15. Intellectual Property Rights

- 15.1 If the Supplier manufactures the Equipment, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Supplier.
- 15.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of the Supplier or (as the case may be) third party rights, owner.
- 15.3 The Supplier shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier.
- 15.4 The Supplier's Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of the Supplier, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 15.5 In relation to the Software:
- (a) the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;
 - (b) nothing contained in these conditions shall be interpreted as an assignment of any Intellectual Property Rights in the Software or user manuals; and
 - (c) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence Contracts, terms of use and registration requirements relating to them.

16. Confidentiality and Supplier's property

- 16.1 Each party undertakes that it shall not at any time OR at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any

member of the group of companies to which the other party belongs, except as permitted by condition 16.2.

16.2 Each party may disclose the other party's confidential information:

- (a) To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 16; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

16.4 This condition 16 shall survive termination of the Contract, however arising.

17. Termination

17.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if the Equipment has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary if:

- (a) the ability of the Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control;
- (b) the Customer 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) the Customer 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;
- (d) the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- (f) 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 Customer (being a company, partnership or limited liability partnership);

- (g) the holder of a qualifying floating charge over the assets of the Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Customer;
- (i) a creditor or encumbrancer of the Customer 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 the Customer's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 17.1(b) to condition 17.1(i) (inclusive);
- (k) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;
- (m) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

17.2 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination [or expiry] of this Contract shall remain in full force and effect.

17.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or 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.

18. Force majeure

18.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed OR the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

19. Waiver

- 19.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 19.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

- 20.1 Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 21.2 If any provision or part-provision of this agreement is deemed deleted under condition 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

- 22.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party acknowledges that, in entering into this 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 this Contract.
- 22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Contract.
- 22.4 Nothing in this condition shall limit or exclude any liability for fraud.

23. Assignment

- 23.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

23.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

24. Third party rights

No one other than a party to this Contract, except their successors and permitted assignees, shall have any right to enforce any of its terms.

25. Notices

25.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Supplier: 62 Tunstall Drive Accrington Lancashire United Kingdom.
 - (ii) Customer: (as stated on any order form).

25.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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; and
- (c) if sent by email at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

25.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing law

26.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including disputes or claims) are governed by and interpreted in accordance with the law of England and Wales.

27. 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).

Schedule 1 MANDATORY POLICIES

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Corporate and Social Responsibility Policy.
- Data and Privacy Policy.
- Ethics and Anti-Bribery Policy.
- Expenses Policy.
- Cybersecurity Policy.