

CBC Computer Systems Ltd

Business to Business (B2B) – Trade credit accounts - Terms and Conditions for the Sale of Goods and Services

Effective from 20th March 2021

1. Application of Terms and Conditions

- 1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the Supplier quotation/Supplier order confirmation which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
“Contract Price”	means the price stated in the Contract payable for the Goods;
“Customer”	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
“Month”	means a calendar month;
“Services”	means the Services to be provided to the Customer as set out in the Supplier quotation/Supplier order confirmation; and

“Supplier”

means CBC Computer Systems Ltd, a company registered in England under 01973600 of Redwood House, 68 Brown Street, Sheffield, S1 2BS and includes all employees and agents of CBC Computer Systems Ltd.

- 2.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - c) “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - d) a Schedule is a schedule to these Terms and Conditions; and
 - e) a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - f) a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.3 Words imparting the singular number shall include the plural and vice versa.
- 2.4 References to any gender shall include the other gender.

3. Basis of Sale and Service

- 3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has accepted an order placed by the Customer by whichever is the earlier of:
- a) the Supplier’s written acceptance;
 - b) delivery of the Goods;

- c) provision of the Services; or
 - d) the Supplier's invoice.
- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. The Goods and Services

- 4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 4.2 The specification for the Goods/Services shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variations is/are accepted by the Supplier). Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.3 The Supplier reserves the right to make any changes in the specification of the Goods/Services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods/Services are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 4.4 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify 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 such cancellation.

5. Price

- 5.1 The price of the Goods and Services shall be the price listed in the Supplier's Order Confirmation, current at the date of acceptance of the Customer's order, or such other price as may be agreed in writing by the Supplier and the Customer.
- 5.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials, services or transport), any change in delivery dates, quantities or specifications for the Goods and services which are 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.
- 5.3 Except as otherwise stated under the terms of any Supplier quotation/Supplier order confirmation, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.

- 5.4 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

6. **Payment**

- 6.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
- 6.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 6.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

7. **Delivery and Performance**

- 7.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the Supplier order confirmation or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 7.2 Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date time shall not be of the essence The Supplier shall be entitled to make partial deliveries, and these Terms and Conditions shall apply to each partial delivery.
- 7.3 If the Customer fails to take delivery of the Goods or any part of them on the and/or fails to provide any instructions, documents, licences, consents

or authorisations required to enable the Goods to be delivered, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 8.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

8. Risk and Retention of Title

- 8.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
 - a) in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
 - b) in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 8.3 Sub-Clause 8.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 8.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 8.5 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.
- 8.6 If the Goods are manufactured into another form or are used in the process of manufacturing other goods, the Supplier shall acquire legal and beneficial title to the resulting goods, or a proportion of the title equal to the contribution made to the resulting goods by the Goods.
- 8.7 The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.
- 8.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by

the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

- 8.9 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 8.10 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- a) the Customer commits or permits any material breach of his obligations under these Conditions;
 - b) The Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

9. **Assignment**

- 9.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Customer.
- 9.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

10. **Defective / Damaged Goods, Discrepancies or Returns**

- 10.1 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. The Supplier will provide the correct paperwork and reference codes in the event goods are accepted for return, which must be processed according to the Suppliers instruction. Failure to follow these procedures will negate the right to return the goods
- 10.2 If on delivery there are any stock discrepancies or the goods are defective or damaged in any material respect, the Customer must give written notice of such discrepancy, defect or damage to the Supplier within 5

Business Days of such delivery, otherwise any claim will be invalid.

- 10.3 Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition, the Supplier shall at its option:
- a) replace the defective Goods or
 - b) refund or credit the Customer for the price for those Goods (or parts thereof, as appropriate) which are defective;
- but the Supplier shall have no further liability to the Customer in respect thereof.
- 10.4 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 10.5 Goods, other than defective Goods returned under sub-Clauses 10.2 or 10.3, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier. The cost of returning such goods will be at the expense of the Customer. The supplier reserves the right to charge a restocking fee, to be determined by the Supplier, on such returns, which must be accepted in writing by the Customer before the goods are returned
- 10.6 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.7 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

11. Customer's Default

- 11.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- a) cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
 - b) appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

- c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above HSBC bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

11.2 This condition applies if:

- a) the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
- b) the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- d) the Customer ceases, or threatens to cease, to carry on business; or
- e) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. **Liability**

- 12.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 12.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 12.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in

performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

12.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

- a) for death or personal injury caused by the Supplier's negligence;
- b) for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
- c) for fraud or fraudulent misrepresentation.

12.7 Subject to the remaining provisions of this Clause 14:

- a) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
- b) the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. Confidentiality

13.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 12 months after its termination:

- a) keep confidential all Confidential Information;
- b) not disclose any Confidential Information to any other person;
- c) not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
- d) not make any copies of, record in any way or part with possession of any Confidential Information; and
- e) ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

13.2 Either Party may:

- a) disclose any Confidential Information to:

13.2.2 any sub-contractor or supplier of that Party;

13.2.3 any governmental or other authority or regulatory body; or

13.2.4 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and

(except where the disclosure is to any such body as is mentioned in sub-Clause 15.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- b) use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

13.3 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

14. Privacy – personal data

14.1 In the Supplier's process of contacting the Customer during the initial contact through to quote and order, and subsequent business dealings, the Supplier may be provided with personal data of the Customer's employees, for example work email addresses containing the name of the employee. The Supplier takes personal privacy very seriously. The Supplier has a strict "Opt in" policy and will only use the personal information which the Supplier collects about Customer's employees if they have opted into this. The Supplier will ensure that all such information is processed fairly and lawfully, in accordance with current UK legislation and the Supplier aims to meet current best practice, including but not limited to the GDPR regulations, the Privacy and Electronic Communication Regulations 2003 and any subsequent legislation. The following statement sets out the Supplier's policy regarding the personal information the Supplier collects through email, phone, direct mail or the Supplier's website.

14.2 Information the Supplier collects:

a) This may include an employee's name, email address and products which the Customer has purchased, together with some other information about an employee's personal interests or lifestyle. The Supplier will not ask for information which is excessive to its business requirements.

b). Information is also collected when Customer's employees complete and submit online forms (such as product warranty registration forms and product surveys) and whenever employees email their details to the Supplier.

c). The Supplier will not collect sensitive personal information about employees without their explicit consent.

d). The Supplier uses 'cookies' on its website to collect additional information about their visit to the website.

14.3 Use of cookies

A cookie is a text file that a website transfers to the Customer's computer's hard disk so that the website can remember who it is.

Cookies only record those areas of a website that have been visited by the Customer's computer and for how long.

This Website uses the following two types of cookies:

- Session Cookies - these are temporary cookies which remain on the Customer's computer until it leaves the Website, and allows the Customer to carry information across pages of the Website without having to re-enter information. All the information entered is immediately deleted.
- Persistent Cookies - these remain on the Customer's computer after it leaves the Website and the information is retained for the Customer's future usage.

The Customer's employee will be asked to accept or decline cookie, which he/she can do by modifying the setting in his/her browser. If the employee would like to do this, please refer to the help menu of his/her browser. However, he/she may not be able to use all the interactive features of the Supplier's Website if cookies are disabled.

14.4 Information the Supplier uses

a) The information collected to provide and personalize the Supplier's services both on-line and off-line. This may include using the employee's information for the purposes of administering product warranty services. It may also include dealing with an employee's enquiries. The Supplier does not use any data for any purpose other than that for which it was submitted

b) Please note if an employee has agreed to the use of Persistent Cookies, these will help to recognise the Customer when it returns to the Website and allow the Supplier to tailor content or advertisements to match the Customer's preferred interests or to avoid showing the same adverts repeatedly. The Supplier may use third parties to assist in the monitoring and analysis of encrypted versions of personal data

c) Where employees have specifically opted-in, the Supplier may use the information for marketing and promotional purposes. For example, this may include providing the Customer with promotional offers and/or information about products and services. At the time that the Supplier collects any employee's personal information, it will provide the employee with a specific opportunity to indicate whether he/she wants to receive marketing/promotional offers. If, at any time, he/she would like to opt-out of receiving future marketing and promotional material from the Supplier, he/she can opt out of receiving this information at any time.

d) The Supplier also undertake marketing development which requires matching the personal data the employee provides it with profiling data from selected third parties. All information is consolidated and access to any individual data encrypted.

e) The Supplier also uses the information in strategic analysis and assessments of market trends, and production and re-ordering levels. In particular, the Supplier uses Persistent Cookies to help compile anonymous, aggregated statistics that enable understanding how

users use the Website and to help improve the structure of the Website. The Supplier cannot identify you personally this way.

14.5 Looking after your information

The Supplier takes appropriate security measures in relation to the sensitivity of the information which it holds on employees.

a) The Supplier will not hold your information on its systems for any longer than is necessary to meet the purpose of holding that information.

b) Where the Customer's employee has made the Supplier aware that the information that held about him/her is inaccurate or not up to date, the Supplier will update that information.

c) The Customer's employee has the right to request a copy of the personal information that is held about him/her. Please address any requests to the CBC Computer Systems Ltd at the contact address or email address set out below.

If you have any questions about privacy, please email gdpr@cbccomputers.com
Alternatively, please write to us at:

CBC Computer Systems Ltd
Redwood House
68 Brown Street
Sheffield
S1 2BS

15. **Communications**

15.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

15.2 Notices shall be deemed to have been duly given:

- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

15.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

16. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their 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: power failure, Internet Service Provider failure, 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.

17. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

18. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

19. **Sub-Contracting and Third Party Rights**

The Supplier shall be entitled to sub-contract the whole or any part of its obligations hereunder to any third party, but shall remain liable as if it were performing the Services itself.

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. **Law and Jurisdiction**

20.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.