

VISUALLY CONNECTED WORLDWIDE LTD STANDARD TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES.

1. Introduction

- 1.1 We are Visually Connected Worldwide Ltd, a company registered in England and Wales under number: 09868149
- 1.2 These are the terms and conditions upon which we do business. Please read them carefully - in certain places they restrict your legal rights - and please contact us if you want to clarify or discuss any of these terms and conditions.
- 1.3 We may revise or update these terms and conditions at any time without notice.

2. Definitions and interpretation

- In these terms and conditions:
- 2.1 unless the context otherwise requires, the following definitions apply:
 "Contract of Sale" has the meaning given to that term in Clause 6.3; "Products" means all devices sold within our business area
 "Services" means any services that we supply including (without limitation):
 (a) onsite warranty replacement services (an "Advance Replacement warranty Plan");
 (b) hire of Rental Equipment for business use from time to time ("Rental Services"); and/or
 (c) training services ("Training Services");
 "Rental Equipment" means any Products that we provide for hire as part of our Rental Services, including any alterations, additions and/or replacements of such Products during the supply of such Rental Services; "Visually Connected Worldwide Ltd's Products" has the meaning given to that term in Clause 3.2; "Third Party Products" has the meaning given to that term in Clause 3.2; and
 "Unpaid Products" has the meaning given to that term in Clause 8.2;
- 2.2 words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies, corporate, unincorporated associations and partnerships;
- 2.3 any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 2.4 references to Clauses are references to Clauses of these terms and conditions; and
- 2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.
- 3. Dealings between you and us**
- 3.1 These are the terms and conditions (as revised or updated from time to time in accordance with Clause 1.3) upon which we are willing to sell Products and supply Services to you and they will

- 3.2 We sell two types of Products: Products that are produced or manufactured by third parties ("Third Party Products") and Products that are produced or manufactured by us or on our behalf ("Visually Connected Worldwide Ltd Products"). These terms and conditions apply to the sale and/or hire of Rental Services (as applicable) of both types of Products.
- 3.3 No variation to these terms and conditions will be binding unless one of our directors writes to you confirming the variation.
- 4. Information about Products and Services**
- 4.1 All samples, drawings, descriptive matter, specifications and advertising we issue and any descriptions or illustrations contained in our catalogues or on our web site are issued or published for the sole purpose of giving you a general idea of our Products and Services. Although we make every effort to ensure that information about our Products and Services is correct, sometimes it may be incomplete, out of date or inaccurate. In particular, some details, such as colour and dimensions, may not be a true representation and subject to change without notice.
- 4.2 If you wish to rely on a particular piece of information about our Products or Services then you should let us know in writing. If we are happy for you to rely on a particular piece of information about our Products or Services then one of our directors will confirm this to you in writing; otherwise you cannot make a claim against us or cancel an order based on information given to you about our Products or Services, any sample or the suitability of our Products or Services for a particular purpose.
- 5. Quotations/Estimates**
- 5.1 All quotations/estimates and offers we make to you about the sale of Products and the provision of Services are subject to these terms and conditions.
- 5.2 All quotations/estimates and offers we make to you are made on an "invitation to treat" basis only. This means that we are not obliged to sell Products and/or provide Services to you on the terms stated in the quotation or offer until, and only to the extent that, those terms are agreed as part of a binding Contract of Sale. Please see Clause 6.3 for details of how a binding Contract of Sale is made between you and us. Each offer or quotation/estimate we make shall lapse automatically 30 days after it is made.
- 6. Orders**
- 6.1 To place an order with us for the purchase of Products you need to provide us with an official company purchase order containing at least the



- description and number of the Products you wish to order. A confirmation per telephone or email can also be accepted.
- 6.2 To place an order with us for the purchase of Services you need to provide us with an official company purchase order containing at least the description of the Services you required. A confirmation per telephone or email can also be accepted.
- 6.3 We accept an order you place with us: (i) at the time we send you written confirmation that we accept your order or, if earlier, (ii) at the time we dispatch or make available for collection the ordered Products to you; or (iii) at the time we send you written confirmation that we agree to provide Services or (if earlier) at such time as the provision of Services commence. At each of these points (as applicable) a legally binding contract is made between you and us for the sale of the Products and/or the provision of Services specified in your order (“Contract of Sale”) and the terms of these terms and conditions are accepted by both Parties. Each Contract of Sale is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or similar document).
- 6.4 All orders that you place and all confirmations of orders that we give are subject to the provisions of these terms and conditions. If there is any inconsistency between these terms and conditions and any order you place or confirmation we give then these terms and conditions shall prevail.
- 6.5 You may cancel or modify an order at any time before we acceptance /delivery.
- 6.6 You may not cancel or modify an order that we have accepted/delivered unless:
(a) you notify us in writing that you wish to modify or cancel that order; and
(b) one of our directors has agreed in writing to that modification or cancellation; and
(c) if you wish to cancel that order, you pay all our costs incurred up to the date of cancellation.
- 6.7 Once a Contract for Sale has been made (be it reseller or end-user), then the sum payable under that Contract of Sale becomes due and payable once an invoice has been issued (see clause 17.10). This provision applies regardless of whether you subsequently cancel all or part of the ordered Products or Services or amend or revise your specifications thereof.
- 7. Collection and delivery of Products**
- 7.1 Subject to you complying with your obligations under these terms and conditions including, without limitation, your obligations under Clause 18.2, if the Products you order are in stock then we aim to despatch the Products to you or make them available for collection within three working days of the day we receive your order or, if later, by the date set out in your order. Please note that the day we receive your order may not be the same day you place the order, for example, if you place the order on a Saturday, Sunday or bank or public holiday.
- 7.2 Subject to you complying with your obligations under these terms and conditions including, without limitation, your obligations under Clause 18.2, if the Products you order are not in stock then they will be despatched to you automatically or made available for collection (as applicable) once they are in stock.
- 7.3 We recognise that you may suggest collection/delivery dates in your orders for Products. We will try to meet your suggested collection/delivery dates; but we cannot, and do not, guarantee to make Products available for collection or to deliver Products by any particular date. We accept no liability for any loss or damage you may suffer as a result of our failure to make Products available for collection or to deliver Products on or by a particular date.
- 7.4 If you notify us that you or your end customer want to collect ordered Products from our offices then we will let you know when the Products are ready for collection and you or your end customer must collect the Products within seven days. We may charge you an administration fee for the collection of Products by you or your end customer. If you or your end customer fail to collect the Products within seven days then we may charge you and you will be liable to pay us for all costs we incur in continuing to keep the Products.
- 7.5 If you notify us that you want us to deliver ordered Products then we will deliver the Products to the delivery address you specify (which may be the address of the end customer to whom you are reselling the Products). We may charge you for delivery.
- 7.6 You must make all arrangements necessary for you or your end customer to take delivery of Products when we deliver them, including providing labour and suitable unloading equipment for the unloading of delivered Products. If you or your end customer do not accept delivery of Products or we are unable to deliver or are delayed in delivering Products because of your or your end customer’s actions or omissions then we may charge you and you will be liable to pay us for all costs we incur as a result.
- 7.7 If you are an existing customer and you do not notify us whether the ordered Products are to be collected or delivered then we may make them available for collection or deliver them to your usual delivery address (as applicable) based upon our previous dealings with you. Otherwise we will contact you to confirm your requirements.
- 7.8 We may supply Products either all on one date or by separate batches on different dates from time to time. Either you or we can, by notice, cancel a Contract of Sale if we are unable to supply the Products within 60 days of the date the Contract of Sale is made, and if this happens neither party can make any claim against the other. If a Contract of Sale is cancelled pursuant to this



clause 7.8, and some of the ordered Products have been supplied, then the cancellation will only apply to the Products that have not been supplied (which in this context does not include Products that have been dispatched and are in transit at the time of cancellation).

- 7.9 If you or your end customer is collecting ordered Products from our offices then risk of loss of or damage to the Products passes to you on collection.
- 7.10 If we are delivering ordered Products to you or your end customer then risk of loss of or damage to the Products passes to you on delivery.
- 8. Title to Products**
- 8.1 We own all Products that you order from us until we receive from you in cleared funds all monies due to us in relation to the Products, at which time title to the Products passes from us to you.
- 8.2 You must clearly identify Products that you have ordered from us but not paid for in full (“Unpaid Products”) as belonging to us and keep them safe, secure, comprehensively insured against loss and damage and separate from other property. Except as otherwise expressly set out in this Clause 8 you must not:
- (a) part with possession of the Unpaid Products;
- (b) allow any right to be created over the Unpaid Products; or
- (c) make, nor allow anyone other than us to make, any additions, alterations or modifications to, or remove any part of, any of the Unpaid Products.
- 8.3 You may sell Unpaid Products in the ordinary course of your business on the understanding that the proceeds of sale belong to us.
- 8.4 We may, by notice, cancel your right to sell Unpaid Products if you fail to pay us on time for any Contract of Sale. If:
- (a) you are a company or a partnership and: insolvency or winding-up proceedings are instituted by or against you; a receiver, liquidator or administrator is appointed for you; a substantial part of your assets is the object of attachment, sequestration or other type of comparable proceeding; you are unable or admit in writing your inability to pay your debts as they fall due; or you take or suffer any similar action in any country in which you are resident;
- (b) you are an individual and: you make an arrangement or composition with your creditors; you commit an act of bankruptcy; a receiving order is made against you; or you take or suffer any similar action in any country in which you are resident; or
- (c) you are a partnership and: any order is made in respect of you or any of your partners by a court of competent jurisdiction under Article 11 or Article 14 of the Insolvent Partnerships Order 1994; any of the events set out in Clause (b) occurs in relation to any partner of the partnership; or any partner allows his share of the property of the partnership to be charged for his separate debt under Section 33(2) of the Partnership Act 1890, then your right to sell

Unpaid Products will automatically end and we may refuse to supply you with any further Products.

- 8.5 If your right to sell Unpaid Products is cancelled or ends then you must promptly: (a) make an insurance claim for all Unpaid Products that are lost or damaged and pay to us the proceeds of the insurance claim; (b) hand over to us the proceeds of sale of all Unpaid Products which you have sold; and (c) hand over to us those Unpaid Products that are not lost or sold, and you agree that we may enter your premises or any other premises to which you have a right to enter to recover such Products.
- 9. Acceptance of Products**
- 9.1 We recommend you and/or your end customer check that the Products we sell to you conform with their Contract of Sale at the time you or your end customer collect the Products from us or at the time we deliver them to you or your end customer (as applicable).
- 9.2 Signature of the proof of delivery note on delivery or proof of collection note on collection (as applicable) by or on behalf of you or your end customer shall be conclusive proof that the Products packaging has not been damaged or tampered with whilst the Products have been at our risk (except to the extent that anything to the contrary is clearly marked on the proof of delivery note or proof of collection note).
- 9.3 Without prejudice to Clause 9.2, if you or your end customer do not receive all of the Products or you or your end customer find that any of the Products do not conform to these terms and conditions or the Contract of Sale then you must notify us of this fact in writing within 3 days of the date of collection or delivery of the Products (as applicable). If we do not receive notification from you within this period then you will be deemed to have accepted that: you or your end customer (as applicable) has received the right quantity of Products; the Products are free from damage; and the Products conform to these terms and conditions and the Contract of Sale.
- 9.4 If you notify us that you or your end customer has not received all of the Products you ordered then you must promptly provide us with reasonable evidence supporting your claim. If we accept your claim then we will by way of full and final settlement of all our obligations and liabilities to you in relation to the claim at our discretion either: credit your trading account with an amount equal to any monies you have paid to us for the unreceived Products; refund any monies you have paid to us for the unreceived Products; or dispatch to you or your end customer the unreceived Products.
- 9.5 If you notify us that any of the Products you or your end customer received were damaged whilst they were at our risk or do not conform to these terms and conditions or the Contract of Sale then you must promptly return the Products to us and provide us with reasonable evidence supporting your claim. If we accept your claim then we will



- by way of full and final settlement of all our obligations and liabilities to you in relation to the claim at our discretion either: credit your trading account with an amount equal to any monies you have paid to us for the damaged/nonconforming Products; refund any monies you have paid to us for the damaged/non-conforming Products; repair the damaged/nonconforming Products; or replace them with Products that conform with these terms and conditions.
- 9.6 If you wish to return Products to us for reasons other than those set out in Clauses 9.3 to 9.5 above, then, provided the Products have been returned to us undamaged, unused, in their original condition and original, sealed and unopened packaging, we may, at our sole discretion, accept their return. The Products shall remain at your risk until we confirm to you in writing that they conform with this Clause 9.6 and that we accept their return. You shall be responsible for all costs (including, without limitation, all transportation and insurance costs) relating to the return of the Products. If we accept their return then we will at our discretion either: credit your trading account with an amount equal to any monies you have paid to us for the returned Products; or refund any monies you have paid to us for the returned Products, in each case less a restocking fee equal to the higher of: ten per cent of the price of the Products; and fifty pounds sterling. If you have not paid us for the Products then we may charge you separately for the restocking fee.
- 10. Products bought for resale**
- 10.1 If you resell any Products then you must:
- (a) resell the Products in its original state and original, sealed and unopened packaging;
 - (b) not modify, delete or obscure any copyright, trade mark, patent or other proprietary notice which is on the Product, the Product's packaging or the documentation that accompanies the Product;
 - (c) not use or apply on or in relation to the Product (including as or part of any corporate, trade or business name) any other trade marks, logos or wordings;
 - (d) pass onto your customers all documentation, including instructions of use, that we supply to you with the Product;
 - (e) not make any representations, warranties, claims or guarantees to your customers about us or the Product that are false or misleading or inconsistent with those contained in the documentation supplied by us with the Product; and (f) adhere to any additional terms and conditions that we may notify to you from time to time in order to ensure that you and we comply with the Product manufacturer's requirements.
- 10.2 You shall indemnify us against all costs, damages, losses and expenses we incur or suffer as a result of your failure to comply with your obligations under Clause 10.1.
- 11. Products performance**
- 11.1 We warrant to you that each item of the Products we supply to you is of satisfactory quality.
- 11.2 For each item of Third Party Products we supply to you we will pass on to you, to the extent that we are able to do so, the benefit of any standard warranty or guarantee that is provided to the end user of the Product by the manufacturer.
- 11.3 In addition, we may offer a separate written warranty or guarantee in respect of a Product we supply to you. If we offer a separate written warranty or guarantee for Products then details of the warranty/guarantee will be provided with the Products at the time of its despatch/collection.
- 11.4 Subject to these terms and conditions, we operate a dead on arrival ("DOA") procedure the details of which vary depending on the manufacturer of the Products. We will notify you of the details of the relevant DOA procedure following request or, if applicable, on our receipt of your notification in accordance with the terms of Clause 9.3.
- 11.5 Any Products that we supply to you which are used outside of the United Kingdom or Ireland, will not be eligible for onsite warranty support under an Advance Replacement Warranty Plan whilst outside of the United Kingdom or Ireland.
- 12. Services**
- 12.1 In respect of each Contract of Sale, we will provide to you or to your end customer on your behalf (as applicable) the Services set out in the Contract of Sale. We aim to provide the Services in accordance with any dates or timetable set out in the Contract of Sale; but we cannot, and do not, guarantee to provide the Services in accordance with any dates or timetable. We accept no liability for any loss or damage you may suffer as a result of our failure to provide the Services in accordance with any dates or timetable.
- 12.2 If we require access to any premises (other than our own) to provide any Services then you will be responsible for making access to such premises available to us to enable us to carry out the Services.
- 12.3 We warrant to you that we will provide the Services with reasonable skill and care.
- 13. Advance Replacement Warranty Exchanges**
- 13.1 This Clause 13 will apply to any purchase you make of an additional Advance Replacement Warranty Plan from us.
- 13.2 We may offer a range of Advance Replacement Warranty Plans from time to time, in conjunction with our third party providers.
- 13.3 You will be provided with details of your Advance Replacement Warranty Plan, including what is included in such Services and any exclusions, when you place your order.
- 14. Training Services**
- 14.1 This Clause 14 will apply to any purchase you make of Training Services from us.
- 14.2 We may offer a range of Training Services from time to time, including onsite training courses



- (held at your premises, ours or other third party premises).
- 14.3 You will be provided with details of our Training Services, including details of the relevant course(s), when you place your order.
- 14.4 Orders for Training Services must be made in writing in accordance with Clause 6; should include accurate contact details (including e mail address) of the end customer(s) attending the course; and must be received by us at least 3 working days prior to the commencement of the relevant course that you wish to book. For the avoidance of doubt, orders for Training Services cannot be made over the phone.
- 14.5 Orders for Training Services will be invoiced on acceptance by us and payment is due according to the date of such invoice, in accordance with Clauses 17.6 to 17.9 and regardless of the date of the training course booked. For the avoidance of doubt, course instructors cannot accept payment for Training Services.
- 14.6 End customers' booking of Training Services will be confirmed by e mail containing full details of the course and any additional terms and conditions that apply. Attendance at a course should not be made without prior receipt of a confirmatory e mail. We reserve the right to refuse delegates entry to training courses where they have not received confirmation of booking or are on the waiting list for a place on that course, and/or for reasons of training quality, health and safety or fire regulations.
- 14.7 If we do (at our discretion) allow a delegate to attend a course without prior confirmation of a booking or otherwise not in accordance with these terms and conditions, then we reserve the right to charge an additional administrative fee for such attendance.
- 14.8 You may change the details of an end customer booked to attend a course by notifying us in writing (for example by letter, fax or email) at any time prior to the commencement of the course in question.
- 14.9 Clause 6.6 does not apply to the cancellation of orders for Training Services. If you wish to cancel an order for Training Services, you must notify us in writing at least 10 working days prior to date the course is due to run, in which case you will be entitled to a full refund of the fees you have paid for such Training Services. If you cancel an order for Training Services with less than 10 working days' written notice to us, then you will not be entitled to any refund of fees paid in respect of such Training Services.
- 15. Rental Services**
This Clause 15 will apply to any purchase you make of Rental Services from us.
- 15.2 We may offer a range of Rental Services from time to time in relation to certain Rental Equipment. For the avoidance of doubt, Clauses 7, 8, 9, 10, 16.1 and 16.2 of this Agreement do not apply to any Products supplied as Rental Equipment.
- 15.3 You will be provided with details of our Rental Services and any additional terms and conditions that may apply, when you place your order.
- 15.4 You must ensure that payment for Rental Services continues even if the Rental Equipment fails for any reason.
- 15.5 You or your end customer is responsible for checking the Rental Equipment on delivery. Any queries must be raised with us within 24 hours of delivery, or we will deem you and your end customer fully satisfied with the Equipment on delivery.
- 15.6 If you purchase any Rental Services then you must ensure that you and/or your end customer: (a) immediately notify us of any defects in, damage to or loss of the Rental Equipment after delivery; (b) ensure that the Rental Equipment is used only in accordance with the manufacturer's instructions and that it is properly maintained and insured against all risks during the course of the Rental Services; (c) do not make any modification to the Rental Equipment, or dispose of or part with possession of it, or allow someone else to use it, except where expressly agreed with us in advance. (d) authorise us to enter into the premises where the Rental Equipment is kept, during office hours, to inspect or repossess the Equipment; and (e) return the Rental Equipment in the same condition it was delivered (normal wear and tear excepted) to an address advised by us by the date specified in the relevant Contract of Sale for Rental Services.
- 15.7 We may cancel a Contract for Sale for Rental Services, without prejudice to your and your end customers' responsibilities and liabilities under such contract if: (a) we are not paid in time for such Services; (b) you or your end customer has a receiver appointed over any of your assets, become insolvent or are, in our opinion, unable to pay your debts; (c) you or your end customer cease to trade, your partnership is dissolved, or you die; (d) we have grounds to believe that the Rental Equipment is in jeopardy; (e) you are in breach of any provision of this Clause 15 and fail to remedy such breach within 7 days of its occurrence; and/or (f) the Rental Equipment is seriously damaged or destroyed.
- 15.8 If you wish to cancel a Contract for Sale for Rental Services, you must do so by giving us at least 7 days written notice of such cancellation.
- 15.9 On cancellation of a Contract for Sale for Rental Services, you must immediately pay us any arrears and all future sums due under the remaining term of that contract.
- 16. Price**
16.1 The price payable by you for each of the Products you order will be our current list price for the Products at the date the Products are despatched or made available for collection (as applicable) less any discount (if any) confirmed to you in writing from time to time by one of our directors. You can obtain a copy of our current list price upon request. Our prices do not include the cost of delivery



or our collection administration fee, which we may charge you for separately in respect of each delivery or collection.

- 16.2 The prices for Products set out in Clause 16.1 will apply irrespective of any prices that you or we may include on any order quotation, offer, order acknowledgement, order confirmation or similar document. If any order you place includes prices that differ from the prices set out in Clause 16.1 then we will try and notify you of your error prior to despatch.
- 16.3 The price payable by you for the Services set out in a Contract of Sale will be the price set out in our acknowledgement of order form that we send to you in respect of the Contract of Sale.
- 16.4 Details of any discount or other non-standard pricing structure that we agree with you from time to time shall be treated by you as information of a confidential nature. You must keep this information confidential and not disclose it to any third party.
- 16.5 All charges set out in these terms and conditions and any Contract of Sale are exclusive of value added tax. Where applicable, we will add value added tax to any charges at the current rate at the date we invoice you for the charges.
- 17. Payment**
- 17.1 If we inform you that we require you to pay:
- (a) a non-returnable deposit; or (b) the full purchase price for the Products and/or Services, in advance of the date the Products are despatched or collected or the Services started then we may invoice you for, and you must pay, the required amount in cleared funds prior to that date.
- 17.2 Subject to Clause 17.1, we will invoice you for the Products you order on or around the date we make the Products available for collection or we despatch the Products (as applicable). If we make available for collection/despatch Products in batches on different dates then we will only invoice you for the Products we make available for collection/despatch.
- 17.3 Subject to Clause 17.1, we will invoice you for the Services we provide under a Contract of Sale on a monthly basis, or, where the Services are to be provided for less than a month, once the Services have been completed.
- 17.4 We will charge you and you must reimburse us for any duty, value added tax and/or other sales taxes and/or any customs, import or export duties we are liable to pay on any Products we sell or Services we provide to you.
- 17.5 If you wish to pay any amount you owe us by credit card then we may charge you a credit card administration fee equal to 2.5% of the amount.
- 17.6 In respect of each invoice we submit to you, you must pay the total amount set out in the invoice so that we receive in cleared funds a sum equal to the total amount within 30 days of the date of the invoice. You must pay the total even if you dispute its amount on the understanding that if it is resolved that the total is too great we will

rectify our mistake by promptly making an appropriate payment to you. You must notify us of any query you have about an invoice within 7 days of the date of the invoice.

- 17.7 All payments you make must be in pounds sterling unless our invoice states otherwise.
- 17.8 You must make all payments due to us without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.
- 17.9 If you fail to pay us on time we may, amongst other things:
- (a) charge you interest on the outstanding amount at the rate of 5% above the Bank of England base rate, accruing on a daily basis until payment is made in full; (b) refuse to supply you with any further Products or provide any further Services until payment is made in full; (c) repossess any Rental Equipment supplied to you and/or your end customers under the relevant Contract of Sale for Rental Services; (d) disallow any discount that applies to any part of the outstanding payment; and/or (e) deduct from any monies we owe you any monies you owe us.
- 17.10 If you cancel all or part of an order for Products or Services after the Contract for Sale has been made, or you amend your specifications for the Products or Services, then (i) the whole of the monies due under that Contract for Sale (in the case of cancellation or amendment of the whole) or (ii) part of the monies apportioned to cancellation or amendment of part, will become due and Visually Connected Worldwide Ltd UK will promptly invoice you accordingly and payment should be made within 30 days from the date of invoice.

18. Credit limit

- 18.1 When we first start trading with you we may set up a trading account for you with a credit limit, which we may increase or decrease or withdraw at any time without prior notice.
- 18.2 If you have a trading account with us then you must keep within your credit limit at all times. If you exceed your credit limit, or if the value of an order would make you exceed it, then we will not supply you with any further Products or provide any further Services until you reduce the outstanding balance sufficiently.

19. Confidential Information

- 19.1 You shall hold in confidence all information concerning our business and affairs that we provide to you which is designated as confidential or which by its nature is confidential. You shall not disclose such information to any third party and shall, immediately following our request, return all such information to us.

20. Our liability to you

- 20.1 Nothing in these terms and conditions or any Contract of Sale shall exclude or limit our liability for: death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded by law.
- 20.2 The warranties and conditions stated in these terms and conditions are in lieu of all other



- conditions, warranties or other terms that might be implied into or incorporated into these terms and conditions or any Contract of Sale whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
- 20.3 Subject to Clause 20.1, we will not be liable to you under any statute or in contract, tort or otherwise for any: (a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings; (b) indirect or consequential loss or damage; (c) damage remedied by us within a reasonable time, (in relation to any Onsite Warranty Upgrade Plan we provide to you); (d) loss suffered that is avoidable through your reasonable conduct, including (where applicable) you backing up all data available and following our reasonable advice in relation to any Services we provide to you; (e) loss or expense resulting from a delay in delivering or installing the Rental Equipment; and/or (f) loss, injury or damage due to any defects in the Rental Equipment, or any part thereof, which arises out of or in relation to these terms and conditions or any Contract of Sale.
- 20.4 Subject to Clause 20.1, our total aggregate liability to you under or in connection with each Contract of Sale (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the total price payable by you under that Contract of Sale.
- 20.5 Subject to Clause 20.1, our total aggregate liability to you under or in connection with these terms and conditions (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited in each calendar year to £1,000.
- 21. Assignment**
- 21.1 You must not assign, dispose of or delegate any of your rights or obligations under these terms and conditions or any Contract of Sale without our prior written consent.
- 21.2 Both you and we shall in all cases act as principal in respect of these terms and conditions and each Contract of Sale and will be responsible and liable for the acts and omissions of our respective employees and sub-contractors. You will also be responsible and liable to us for the acts and omissions of your end customers where those acts and omissions put you in breach of these terms and conditions or any Contract of Sale.
- 22. General**
- 22.1 We will not be liable to you for any breach of our obligations under these terms and conditions or any Contract of Sale to the extent that the breach is due to circumstances beyond our reasonable control, which shall include, without limitation, wars, acts of terrorism, labour disputes, shortages of materials or labour and problems with our sub-contractors. If any such delay occurs in relation to a Contract for Sale of Services, we will be entitled to a time extension for the performance of the relevant Services. If any such delay lasts more than two months, either party will be entitled to terminate the relevant Contract for Sale in relation to the affected Services.
- 22.2 No third party (which term includes your end customers) shall have any rights under or in connection with these terms and conditions or any Contract of Sale by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 22.3 If at any time any provision of these terms and conditions or any Contract of Sale is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions or any Contract of Sale.
- 22.4 Any failure by us to enforce at any time any term or condition under these terms and conditions or any Contract of Sale shall not be considered a waiver of our right thereafter to enforce each and every term and condition of these terms and conditions and any Contract of Sale.
- 22.5 Any variation to a Contract of Sale will only be effective if the variation is recorded in writing and signed by an authorised representative of you and us. The variation will take effect from the date of last signature.
- 22.6 These terms and conditions and each Contract of Sale are governed by and shall be construed in accordance with English law and, except as set out in Clause 22.7, you and us hereby submit to the exclusive jurisdiction of the English courts.
- 22.7 If you fail to pay us on time for any monies due to us under these terms and conditions or any Contract of Sale then you acknowledge and agree that we may bring a claim against you for non-payment in any jurisdiction in which you or your assets are located.

January 2018

