

TERMS AND CONDITIONS OF SALE

These are the terms and conditions of sale of Metaphor IT Limited whose registered office is at The Balti Exchange, 38 St Mary Axe, London, EC3A 8BH (registered with company number 09599268) and registered for VAT purposes with number 235141930. These terms, together with any Special Conditions (as defined below) will apply to all Customer purchases of Products and Services, whether the Customer is ordering online, by telephone, by email or by mail. These terms and conditions under which Metaphor IT Limited sells computer products and provides certain computer and business-related services and the same shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof.

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these conditions:-

- 1.1.1 "Agreement" means any agreement entered into between the Company and a Customer to which these terms and conditions are stated to apply;
- 1.1.2 "Company" means Metaphor IT Limited;
- 1.1.3 "Customer" means the individual firm, company or other party with whom the Company contracts under these terms and conditions;
- 1.1.4 "Liability" means liability in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise;
- 1.1.5 "Products" means computer hardware and software and associated equipment; and
- 1.1.6 "Services" means professional services, technical support services, managed services and/or installation services. Terms in the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation. The words "including" and "includes" shall be construed without limitation.
- 1.1.7 "Special Conditions" means conditions relating to specific Products or Services supplied under these conditions;
- 1.1.8 "Subscription Fees" means the amount payable by Customer to Company (as detailed on our website from time to time) for the subscription to the Services (if applicable);
- 1.1.9 "Party" means either Customer or us; "Parties" means Customer and us;
- 1.1.10 "Writing" means letter, fax or email.

1.2 The contract for the supply of Products and/or Services ("Contract") will be formed when we accept the Customer order. Acceptance of an order by the Company can only be made in Writing.

1.3 These conditions and any matters referred to on our order acknowledgement (as appropriate) form the entire understanding between the Customer and the Company and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.4 Any omission or error in any sales literature, web page or site, order form, price list, order acknowledgement, dispatch note, invoice or other document issued by Company may be corrected by Company without liability.

1.5 Subject to any Special Conditions, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

1.6 Clause headings are for convenience only and do not affect the interpretation of these conditions. Words in the singular include the plural and vice versa.

1.7 Any applicable Special Conditions are supplemental to these terms and conditions. In the event of any conflict or inconsistency between these terms and conditions and any Special Conditions, these terms and conditions shall prevail but only to the extent of that conflict or inconsistency.

1.8 These terms and conditions and any Special Conditions do not apply to any sales by third parties on our website. Sales by third parties shall be subject to that third parties terms and conditions (if applicable). The Customer should read any third party terms and conditions prior to placing an order. The Customer acknowledges and accepts that we have no responsibility for and shall have no liability to Customer in respect of any sales by third parties on our website.

2 WARRANTY

2.1 If the Products which the Customer purchases from Company are faulty or do not do what we say in Writing that they will do, the Customer should notify the Company in writing within 28 days of delivery. The Company will examine the Products and, if the Products are faulty or do not do what we say in Writing that they will do, the Company will, at our option, either replace the defective Products or refund the price of the defective Products.

2.2 The warranty in 2.1 above does not apply to faults which have been caused by Customer misuse and/or neglect of the Products or by accidents caused while the Products are in Customer possession.

2.3 Where the Customer returns Products under condition 2.1, we will pay for the delivery of any replacement Products to the Customer and will, where the Customer has returned Products to the Company within 28 days of delivery, reimburse the Customer reasonable postage costs in returning the Products. We will not be liable for any delivery costs where the Customer is not entitled to return the Products to Company under these conditions or by law.

2.4 The Customer must return all Products to Company in their original packaging in substantially the same condition as the Customer bought them.

2.5 We will supply the Services which the Customer purchases from the Company with reasonable skill and care.

2.6 If the Services which the Customer purchases from the Company are not in accordance with clause 2.5, above, or do not do what we say in Writing that they will do, the Customer should notify the Company in Writing within 28 days of their supply or within a reasonable time from their supply for defects which are not apparent to the Customer following the provision of the Services. If the Services are not in compliance with clause 2.5 above, or do not do what we say in Writing that they will do, we will either remedy the defect in question, re-supply the defective Services or refund the price (or a proportionate part of the price) of the defective Services (or proportionate part of the Services).

3 LIMITATION OF LIABILITY

3.1 Except as set out in the Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

3.2 Nothing in the Agreement shall exclude or restrict the Company's liability for:

- 3.2.1 death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors (as applicable);
- 3.2.2 fraud or fraudulent misrepresentation;
- 3.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 3.2.4 any matter in respect of which it would be unlawful for the Company to exclude or restrict Liability.

3.3 Subject to clause 3.2, the Company shall not be liable for any loss, damage, cost, expense, downtime or service credit relating to any circumstance that it cannot reasonably control, including:

- 3.3.1 acts of God;
- 3.3.2 weather, flood, drought, lightning or fire;
- 3.3.3 failure or shortage of power supplies;
- 3.3.4 civil disorder, war, military operation, or national or local emergency;
- 3.3.5 acts or omissions of Government, highways authorities, other public telecommunication operators or other competent authorities;
- 3.3.6 its suppliers;
- 3.3.7 network, software, facilities or other equipment failures, errors or incompatibilities;
- 3.3.8 industrial disputes of any kind;
- 3.3.9 denial of service attacks, hacking, spamming, viruses or other hostile computer programs; or
- 3.3.10 acts or omissions of any person or body for whom it is not responsible (including the Customer, its employees and/or users of the Products or Services), in all cases whether caused within or outside the United Kingdom.

3.4 Subject to clause 3.2, the Company's Liability to the Customer arising in connection with the performance or non-performance of the Agreement shall:- 3

- 3.4.1 be limited to the higher of £25,000 and a sum equal to the charges paid by the Customer to the Company under the Agreement for the preceding twelve months in respect of any one incident or any series of connected incidents; and
- 3.4.2 be limited to £500,000 in aggregate; and
- 3.4.3 not extend to any:
 - (i) loss of profits;
 - (ii) loss of revenue;
 - (iii) loss of business;
 - (iv) loss of goodwill;
 - (v) loss of contracts;
 - (vi) loss of anticipated savings;
 - (vii) loss of production;
 - (viii) loss of or corruption to data, in each case whether any such are direct, indirect, consequential or special; or
 - (ix) any other special, indirect or consequential loss or damage whatsoever, whether sustained by the Customer or any other person and even if foreseeable or if the Company has been advised of their possibility.

3.5 The Customer is advised to take out insurance cover in respect of the matters for which liability is excluded by the Company under this clause 10 and to take steps to allow business continuity in the event of a disruption to the Products or Services.

4 PRICE

4.1 The price for the Products and/or Services is stated on our quotation, scope of work, or order acknowledgement (as appropriate). All prices shown are in pounds sterling and are exclusive of VAT unless otherwise provided. Delivery, VAT (at the applicable rate), any applicable bank charges, and the cost of packaging and insurance will be added to or charged on invoices at the appropriate rates and paid by the Customer. If the rate of VAT is amended, we shall change the rate of VAT payable by the Customer accordingly.

4.2 We may vary the price where the cost to the Company of acquiring or supplying the Products or Services is increased between the date of the order acknowledgement and delivery to account for, without limitation, increases in the cost of Products or Services, carriage, packaging or insurance or arising from a change in exchange rate, a change in delivery date, quantities, pricing errors or delay caused by the Customer instructions PROVIDED THAT the Company notifies the Customer in writing in good time prior to delivery of such price increases. The Customer may cancel Customer order within 7 working days of this notice if the Customer are unhappy with the price increases.

5 PROPRIETARY RIGHTS

5.1 Copyright and all other intellectual property rights in the Products and associated documentation and any documentation supplied in performance of the Services and all parts and copies thereof shall remain vested in the Company, except for intellectual property rights of Customer-specific parts of any documentation which are produced during performance of the Services which shall become the property of the Customer upon payment in full for the Services.

5.2 No other right or licence is granted to the Customer in respect of intellectual property rights of the Company and any such right or licence granted shall be conditional on the Customer following all reasonable instructions given by the Company from time to time with regard to the use of such intellectual property rights.

6 DELIVERY

6.1 Delivery shall be to the address designated by the Customer and agreed by the Company. Stock availability information is subject to change and this may impact upon the delivery of the Products to Customer. In the event that Customer place and order with Company for Products that are temporarily out of stock, we will notify Customer within 14 days that the Products are out of stock and the Products will be delivered to Customer when they become available.

6.2 We will deliver the Products to the place designated by the Customer in the accepted order during normal business hours.

6.3 Unless otherwise expressly agreed in writing, any delivery date or time specified by the Company in any dispatch note or otherwise is a best estimate only and we will not be liable to Customer for any loss or damage sustained by the Customer if we fail to meet that time scale.

6.4 If the Customer has any queries relating to the delivery of Products, or in the event of non-delivery, please contact the Company at sales@metaphor-it.co.uk

6.5 If the Customer becomes unable to pay the Customer debts (or have no reasonable prospect of so doing), make an arrangement with the Customer creditors, suffer a bankruptcy order, become insolvent or go into liquidation, receivership or administration, have an administrator appointed, are wound up, or breach the Customer payment obligations under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery.

7 CHARGES

7.1 The Company shall render to the Customer an invoice or series of invoices pursuant to the supply of Products and Services and unless otherwise specified in the Agreement the Customer agrees to pay such charges in full within fourteen (14) days of the date of each invoice without deduction, set off or withholding.

7.2 Unless agreed by the Company in advance with the Customer, the minimum individual order value under the Agreement shall be £250.

7.3 Charges specified in the Agreement do not include Value Added Tax which, if applicable, will be added at the rate in force at the time of supply.

7.4 Without prejudice to any other rights the Company may have in respect of any failure by the Customer to pay the charges or other monies payable pursuant to this Agreement, the Company may charge interest at the rate of 8% above the base rate of Royal Bank of Scotland plc from time to time in force, after as well as before judgement on any amount due from the Customer to the Company from the date due for payment until payment is received.

7.5 In the case of supply to a Customer outside the UK the Customer will be responsible for all import levies, customs duties or other similar taxes of whatever nature.

8. PAYMENT

8.1 The Company may invoice the charges for Products on or after acceptance of the order and for Services on completion of the Services or monthly in arrears, unless otherwise specified in the Agreement.

8.2 The time stipulated for payment shall be of the essence of the Agreement and failure to pay within the period specified shall entitle the Company upon the expiry of seven (7) days' notice in writing to the Customer to suspend further performance of the Agreement pending payment. In addition in the event of overdue payment the Company shall be entitled without liability wholly or partially to terminate the Agreement in accordance with clause 11.

8.3 The standard period for payment is strictly fourteen (14) days from date of invoice.

8.4 If payment for Products or Services is not due it shall become automatically due immediately if any event set out in clause 11.2 occurs in relation to the Customer.

9 PERFORMANCE

9.1 The Company will use its reasonable endeavours to comply with any day or dates for despatch or delivery of the Products and for the supply of Services (as the case may be) as stated in the Agreement, but unless the Agreement otherwise expressly provides, time shall not be of the essence, such dates shall constitute estimates only and the Company shall have no Liability for failing to meet them.

9.2 When expedited delivery is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs. Where postponement of delivery is agreed by the Company the Customer shall, if required by the Company, pay all costs and expenses occasioned thereby.

9.3 If performance of the Agreement is suspended at the request of, or delayed through default of, the Customer including lack of, incomplete or incorrect instructions, or refusal to accept delivery of the Products or Services for

a period of fourteen (14) days or more, the Company shall be entitled to payment at the then prevailing rates for the Services already performed, Products supplied or ordered and any other additional costs thereby incurred.

9.4 The Company shall not be liable to Customer if the Company is prevented or delayed in the performing of any obligations to the Customer if this is due to any cause beyond our reasonable control including: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by Customer to give Company a correct delivery address or any failure by Customer to notify Company of a change of address.

10. CANCELLATION

10.1 The Customer shall not be entitled to cancel any order for Products or any part thereof except upon terms which reimburse the Company for all costs, charges and expenses incurred by the Company in respect of the Products or part thereof (as applicable) up to the date of receipt by the Company of written notification of cancellation from the Customer.

10.2 If the Customer wishes to cancel or postpone an order for technical support Services (whether on-site or remote) that has been accepted and scheduled by the Company notice of cancellation or postponement must be provided in writing.

10.3 Once an order for technical support Services has been accepted and scheduled by the Company, the Customer shall be liable to pay compensation for the postponement of those Services according to the following table:

Notice period given prior to commencement of Services Postponement Fee Five working days 75%

Ten working days 50%

Fifteen working days 25%

More than fifteen working days 0%

The above rates apply to the total price for the scheduled Services.

10.4 Once an order for technical support Services or Managed Services has been accepted and scheduled by the Company, the Customer shall be liable to pay for the cancellation of those Services. An order for technical support Services or managed Services will be deemed cancelled if the Services are not rescheduled prior to the existing scheduled date of the services. If an order for technical support Services is cancelled, the Customer shall be liable to pay all costs, lost revenue, charges and expenses incurred by the Company in respect of those technical support Services or Managed Services.

11 RISK AND TITLE

11.1 Risk of loss or damage shall pass to the Customer on delivery of Products.

11.2 The legal and beneficial ownership of the Products and/or associated material supplied as part of Products and/or Services shall remain with the Company which reserves the right to dispose of the Products until payment in full has been received by the Company in accordance with the terms of the Agreement.

11.3 Until such payment is paid in full the Company may (without prejudice to any of its rights) recover or re-sell any of the Products and/or associated material and may enter upon the Customer's premises by its servants or agents for that purpose.

11.4 If any Products are, in whole or in part, incorporated in or used as components or material for other goods, systems or documentation prior to payment in full being received by the Company then title to the whole of the goods, systems or documentation shall remain with and vest automatically in the Company and the Customer or, where appropriate, the owner or owners of the other goods, systems or documentation, as tenants in common, until payment is made.

12 TERMINATION

12.1 The Company may terminate the Agreement by notice in writing to the Customer forthwith in any of the following events:-

- 12.1.1 The Customer commits a material breach of the Agreement which is incapable of remedy;
- 12.1.2 The Customer fails to perform its obligations under the Agreement or commits a material breach which is capable of remedy but which the Customer fails to remedy within fourteen (14) days of written notice by the Company specifying the event of default and requiring its remedy; and/or

- 12.1.3 There is a change of control of the Customer (whether by a change in the ownership of shares or otherwise and for these purposes "control" shall have the meaning attributed to it in Section 840 of the Income and Corporation Taxes Act 1988) to a company that markets products or services which in any way compete with the Products or Services supplied by the Company to any of its customers.

12.2 Each of the Company and the Customer may by notice in writing to the other terminate the Agreement if the other party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or makes or offers to make any arrangement or composition with any one or more of its creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against that other party or if any resolution or petition to wind up that other party (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation or if an administrator or a receiver of that other party's undertaking property or assets or any part thereof is appointed.

13 CONSEQUENCES OF TERMINATION

13.1 Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the Customer arising from the Agreement.

13.2 On termination of the Agreement for whatsoever reason, the Customer shall return forthwith to the Company the Products and all copies thereof, the documentation and the media supplied therewith and other items in the possession of the Customer which are the property of the Company.

14 SOFTWARE PRODUCTS

14.1 The Customer may make such copies of software Products developed by the Company as are reasonably necessary for operational use and security thereof.

14.2 Every such copy made by the Customer shall contain or have annexed to it in a prominent position an express notice stating that the software Products are confidential and subject to copyright and other intellectual property rights of the Company and may not be communicated wholly or in part by any means whatsoever to any other person.

14.3 All third party software Products are subject to individual manufacturer's license agreements which the Customer agrees to comply with.

15 INTELLECTUAL PROPERTY INDEMNITY

15.1 The Company shall indemnify and hold the Customer harmless from and against all loss, damage, cost and expense resulting from any claim by a third party that software Products, or documentation, developed by the Company infringe the intellectual property rights of any third party, provided that the Customer shall:

- 15.1.1 Notify the Company promptly in writing of any such claim; 9
- 15.1.2 Make no admission of liability in relation to the claim without the Company's consent; and
- 15.1.3 At the Company's request allow the Company to conduct and/or settle all negotiations in relation to the claim and give the Company all reasonable assistance in respect thereof (at the Company's cost).

16 SPECIFICATION

16.1 Where the Company have put drawings, photographs, illustrations, specifications, performance data, dimensions and the like in sales literature, on web pages or other documentation, we believe they are accurate. However, the Customer should not take them to be a description of the Products and/or Services or representations made by the Company and we do not warrant that they are accurate.

16.2 The Customer should check specifications and any description of the Products and/or Services prior to making an order. Customer acknowledge and accept that the specification and any description relating to Products and/or Services may be changed by the manufacturer, publisher or the Company at any time up to delivery. We will not be liable to the Customer (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss or damage suffered in connection with any change. We will use our reasonable endeavors to advise the Customer of any such impending change as soon as we are able or upon our receiving notice of the same (as appropriate).

17 SUBSCRIPTIONS

17.1 If the Customer subscribe to our Services, the Customer subscription shall (unless otherwise terminated in accordance with these terms and conditions or any Special Conditions) start from the date we receive payment from Customer (**Effective Date**) and shall continue for a period of 12 months (**Initial Subscription Term**). The Customer subscription shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- 17.1.1 either the Customer notify us, or the Company notifies notify the Customer, of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case the subscription shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 17.1.2 the subscription is otherwise terminated in accordance with the provisions of these terms and conditions or any Special Conditions (if applicable).

17.2 The Customer shall pay the Subscription Fees to Company for a subscription to our Services in accordance with these terms and conditions.

17.3 The Customer shall, on the Effective Date and on each anniversary of that date (until termination of Customer subscription, howsoever arising) provide to Company valid, up-to-date and complete credit card details or approved purchase order information acceptable to Company and any other relevant valid, up-to-date and complete contact and billing details. If the Customer provide:

- 17.3.1 credit card details to us, Customer authorise Company to bill such credit card on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term and subject to condition 12.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- 17.3.2 approved purchase order information to us, the Company shall invoice Customer on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and subject to condition 12.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period. Customer shall pay each invoice within 30 days after the date of such invoice.

17.4 If the Company have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies we have:

- 17.4.1 we may, without liability to Customer, disable the Customer password, account and access to all or part of the Services (including, without limitation, any documentation, information and/or materials) and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 17.4.2 interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base lending rate of our bankers in the UK at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

17.5 The Company may increase the Subscription Fees pursuant to these terms and conditions at the start of each Renewal Period upon prior notice to Customer. A working day is any day other than weekends and bank or other public holidays.

17.6 On termination of the Customer subscription for any reason all licences and/or rights granted under these terms and conditions or any Special Conditions shall immediately terminate.

18 ASSIGNMENT

The Company may freely assign, sub-contract or otherwise transfer in whole or in part the Contract. The Customer shall not be entitled to assign, lease, transfer or part with its rights, responsibilities or obligations or any part thereof under the Agreement without the prior written consent of the Company.

19 SOFTWARE PRODUCTS

19.1 The Customer may make such copies of software Products developed by the Company as are reasonably necessary for operational use and security thereof.

19.2 Every such copy made by the Customer shall contain or have annexed to it in a prominent position an express notice stating that the software Products are confidential and subject to copyright and other intellectual property rights of the Company and may not be communicated wholly or in part by any means whatsoever to any other person.

19.3 All third party software Products are subject to individual manufacturer's license agreements which the Customer agrees to comply with.

20 INTELLECTUAL PROPERTY INDEMNITY

20.1 The Company shall indemnify and hold the Customer harmless from and against all loss, damage, cost and expense resulting from any claim by a third party that software Products, or documentation, developed by the Company infringe the intellectual property rights of any third party, provided that the Customer shall:

- 20.1.1 Notify the Company promptly in writing of any such claim;
- 20.1.2 Make no admission of liability in relation to the claim without the Company's consent; and
- 20.1.3 At the Company's request allow the Company to conduct and/or settle all negotiations in relation to the claim and give the Company all reasonable assistance in respect thereof (at the Company's cost).

21 CONFIDENTIALITY

21.1 The Customer shall keep confidential the Products and documentation in respect thereof and any documentation supplied in respect of the Services or any part thereof and shall not disclose the same to any third party without the prior written consent of the Company.

21.2 The Company and the Customer shall keep confidential the Agreement and all other information of the other party obtained under, or in connection with, the Agreement and shall not divulge the same to any third party without the prior written consent of the other party. 14.3 The provisions of this Clause shall not apply to:

- 21.3.1 Any information in the public domain otherwise than by breach of the Agreement;
- 21.3.2 Information in the possession of the receiving party thereof before divulgence as aforesaid; and
- 21.3.3 Information obtained from a third party who is free to divulge the same.

21.4 The Customer shall divulge confidential information only to those employees who are directly involved in the use of the Products and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.

21.5 The obligations of the parties as to disclosure and confidentiality shall come into effect on the signing of the Agreement and shall continue in force notwithstanding the termination or expiry of the Agreement.

22 NOTICE

22.1 Any notice pursuant to the Agreement shall be in writing signed by (or by some person duly authorised by) the person serving it and shall be delivered personally or sent by post prepaid recorded delivery (airmail if overseas) or by telex or facsimile transmission to the party due to receive such notice at the address of the party on whom it is to be served as shown in the Agreement or to such other address as shall be notified in writing to the other party to the Agreement from time to time.

22.2 Any notice delivered personally shall be deemed to be received when delivered and any notice sent by prepaid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received forty-eight (48) hours after posting (six (6) days if sent by airmail) and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. 15.3 Any notice sent by telex or facsimile transmission shall be deemed to have been received upon receipt by the sender of the correct answerback or transmission report.

23 WAIVER

The rights and remedies of either party under the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time, by the other nor any failure or delay by the other in asserting or exercising any such rights or remedies.

24 SEVERANCE

If at any time any one or more clause, sub-clause, paragraph, sub-paragraph or any other part of the Agreement is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted here from and the validity and/or enforceability of the remaining provision of the Agreement shall not in any way be affected or impaired thereby.

25 VARIATION

No variation in the provisions of the Agreement shall be of any effect unless made in writing and signed on behalf of the Customer and the Company.

26 SET-OFF

Unless otherwise agreed in writing, the Customer shall not be entitled to set off against any monies due to the Company under the Agreement or any other account whatsoever, any amount claimed by or due to the Customer from the Company whether pursuant to the Agreement or in any other account whatsoever.

27 HEALTH AND SAFETY

27.1 The Customer shall take all reasonable precautions to ensure the health and safety of the Company's employees while on the Customer's premises.

27.2 The Company shall not be liable to the Customer in any civil proceeding brought by the Customer against the Company under any Health and Safety Regulations made pursuant to the Health and Safety at Work 1974 Act, where such exclusion of liability is permitted by law.

27.3 The Customer shall indemnify and keep indemnified the Company in respect of any liability, monetary penalty or fine in respect of or in connection with the Products and Services incurred directly or indirectly by the Company under the Health and Safety at Work Act 1974 or any regulations, orders or directions made thereunder arising or resulting from the Customer's default.

28 OFFERS OF EMPLOYMENT

For the duration of the Agreement and for a period of twelve (12) months thereafter persons in the employment of either party who have worked on or in connection with the Agreement shall not except by mutual consent of the Company and Customer be taken under contract of employment by the other party (except in the case where the employee has responded to a bona fide public recruitment advertisement).

29 ARBITRATION

Any dispute or difference which may arise between the Customer and the Company in connection with or arising out of the Agreement may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Customer and the Company.

30 LAW

Unless otherwise agreed in writing between the Company and the Customer the Agreement shall be subject to and construed and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts in relation thereto.

31 STANDARDS

All work to be done and Products to be delivered shall be in accordance with the Agreement. To the extent that the standards of work and Products are not separately specified the Company shall use good quality materials techniques and standards and shall execute the Agreement with the care skill and diligence required in accordance with reasonable professional standards.

32 ENTIRE AGREEMENT

The parties hereby acknowledge that these terms and conditions and any agreed order documentation to which these terms and conditions are stated to apply constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to their subject matter. Each party agrees that:

it has not relied on, and shall have no remedy or claim in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in that agreement; and

(ii) it shall have no remedy or claim for innocent or negligent misrepresentation based upon any statement in that agreement.

33 BRIBERY

Each party shall:

33.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;

33.2 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the requirements set out in clause 33.1, and will enforce them where appropriate; and

33.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement.

34 RESALE OF PRODUCTS AND SERVICES BY CUSTOMER

34.1 The Customer shall be entitled to resell one or more of the Products or Services (a "Resold Product or Service") to its customers (a "Resale Customer") with the Company's prior written consent in each case, and subject to the remaining terms of this clause 34.

34.2 The Customer shall be responsible for any act, omission or breach of the Agreement by a Resale Customer as if it were committed by the Customer.

34.3 The Customer shall indemnify and keep indemnified the Company against any loss or damage (including reasonably incurred costs and expenses) arising from a claim by a Resale Customer against the Company and which arise from or are in connection with a Resold Product or Service.

34.4 Nothing in the Agreement shall create a partnership or joint venture between the parties nor shall the Customer have any authority to bind or commit the Company or to act as the Company's agent.

34.5 The Customer shall remain liable for the payment of fees and charges to the Company under the Agreement irrespective of whether or not the Customer has been paid for the Resold Product or Service by the Resale Customer.

CUSTOMER ACCEPTANCE

I hereby accept and agree on behalf of the Customer to be bound by the above terms of conditions of the Agreement and confirm that I have the necessary authority vested in me on behalf of the company named below:

Name of Authorised Signatory:

Title:

Company Name:

Signature:

Date: