

IT-C Support Solutions Ltd

General Terms and Conditions of Business

Effective : 1st January 2013

In these conditions the following expressions shall have the following meanings:-

"the Company" means IT-C Support Solutions Ltd whose registered address is at 46 Middleton Road, Gorleston, Great Yarmouth, Norfolk, NR31 7AH

"the Customer" means the business, company or person(s) requesting the product or service.

"the Contract" or "Contracts" mean any agreement between the Company and the Customer for the supply of products or services.

"Goods" means the hardware, software, products or services which are the subject matter of the Contract sold to the Customer by the Company.

"Affiliates" means, in respect of either party, a subsidiary or holding company of that party or any subsidiary of such holding company and the terms "subsidiary" and "holding company" will have the meanings given to them by section 1159 of the Companies Act 2006

"Hosted services" means, those developments, implementations, software and/or systems, hosted by the Company and provided to or on behalf of the Customer pursuant to the Contract.

1. GENERAL

- 1.1 These terms and conditions (hereinafter called "the Conditions") apply to all contracts, entered into between the Company and the Customer for the supply of Goods to the Customer.
- 1.2 The Customer shall be deemed to have read, understood, and agreed to the Conditions before entering into the Contract with the Company. All orders are accepted on the Conditions which are contained in ALL orders of whatever nature, unless expressly agreed otherwise in writing by the Company.
- 1.3 For the purposes of the Conditions, communications made between the Company and the Customer by electronic mail shall be regarded as made in writing and signed by the party sending the electronic mail communication.
- 1.4 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time.

2. PRICES

- 2.1 The prices for Goods are those set out by the Company on all quotations and are subject to the provisions of Clause 3.1
- 2.2 All prices are exclusive of Value Added Tax and delivery (unless otherwise expressly stated), and this will be charged at the appropriate rate. The Customer shall be responsible for the payment of all taxes and duties charged payable in respect of the Goods.
- 2.3 Unless otherwise expressly stated to be firm for a specified period, the prices are subject to increase or decrease by the Company, to take account of (but not limited to):
 - (i) the Customer or the Company altering specifications or instructions after the date of quotation.
 - (ii) should there be any increase in the cost to the Company of purchasing any goods or materials by reason of any foreign exchange fluctuations, alterations in any taxes or duties, variations in the costs of raw materials or components or labour or transport or by any other reason whatsoever.
- 2.4 The Customer will pay all transport costs incurred by the Company for delivery of the Goods to the Customer.
- 2.5 Any quotation may be withdrawn by the Company at any time before receipt of a confirmed order from the Customer and to be superseded by those shown on the quotation only if a director of the Company signs the quotation. In the event of a query arising concerning the exact terms of payment, the terms on the invoice shall prevail.
- 2.6 All quotations will be deemed to be withdrawn if no confirmed order is received within 30 days from the date of quotation, unless otherwise stated in writing by the Company at the time of quoting.
- 2.7 The Company may notify the Customer, in writing, of any changes to consultancy or service rates no less than 30 days prior to increase.
- 2.8 All price queries should be made within 5 working days of receipt of the Invoice.
- 2.9 Certain work, services or consultants may be charged at non standard rates. This will be detailed in the quotation (either written or verbal) prior to the work being carried out.

3. PAYMENT

- 3.1 Payment for goods shall be due by the 30th day following the date of invoice, unless expressly agreed otherwise in writing and signed by a Director of the Company. Failure to pay on these terms may result in interest under clause 3.2.
- 3.2 The Company reserves the right to:
 - (i) withhold technical support, installation, or services for non-payment of overdue amounts.
 - (ii) without prejudice to any other rights it may have; and having taken reasonable measures to recover overdue sums; the Company is entitled, at its discretion, to charge interest on outstanding sums from the due date for payment until payment in full (including any interest due) is received by the Company. Interest shall be charged at a rate of 8% above the current base rate as set by the Bank of England, and will accrue from day to day. The Company also reserves the right to charge the Customer for all legal costs, court fees or debt recovery costs incurred by the Company in relation to outstanding amounts.
 - (iii) alter the payment terms and be superseded by those shown on the quotation only if a director of the Company signs the quotation. In the event of a query arising concerning the exact terms of payment, the terms on the invoice shall prevail.
- 3.3 If the Company allows provisional credit or extended credit in respect of any part of Goods sold it shall be without prejudice to its right to refuse to give up possession of any part of the Goods until the account is paid in full.
- 3.4 Where Goods are to be supplied for payments made by instalments; failure of the Customer to pay any instalment in due time shall entitle the Company to treat such failure as a breach of contract with the Company and to recover damages for such breach.
- 3.5 If payment is overdue in whole or in part; then the whole of any amounts outstanding to the Company shall immediately become payable whether or not such monies should have been payable at that time. The Company may at its discretion instigate action under clause 3.2 until the account is paid in full.
- 3.6 The Customer shall make all payments without any withholding, deduction, set-off or counter-claim.
- 3.7 Time of payment by the Customer is of vital importance for all contracts, goods and services.
 - (i) If the Customer changes company name or goes into administration, and continues to purchase goods or services from the Company, trading with the Customer's new company will be deemed as such, a new company, and standard rates for goods or services will apply, as discounted services will be withdrawn unless otherwise agreed in writing by the Company.
 - (ii) If credit terms have been agreed by the Company, the Customer undertakes to notify the Company of any material or potentially material change in its finances, structure and/or position generally.
 - (iii) The Company may require, and the Customer agrees, to supply the Company - a newly completed credit application form for continued credit facilities. Continued failure to pay to agreed terms may result in credit facilities being withdrawn.
 - (iv) The Company reserves the right to use a licensed credit reference agency and such agencies may record and disseminate such information to other parties.
 - (v) Any queries regarding invoices MUST be notified to the Company within 5 working days from invoice date. Upon receipt of either verbal or written notification of any queries the Company will endeavour to answer your query within 2 working days.

4. WARRANTY

- 4.1 The Company warrants that any Goods supplied are free from any material defects in workmanship and materials for a period of 30 days from the date of invoice, but the Company's liability under this warranty shall be limited to making available, free of charge, the labour and materials necessary to make good any such defects or, at the Company's discretion, replace the defective Goods. The Company's liability under this warranty is also conditional upon the following:-
 - (i) The Goods having been subjected to any abnormal, improper use or modification by the Customer.
 - (ii) The Goods having been properly stored and used by the Customer.
 - (iii) The Goods not having been damaged by the Customer whether by accident, neglect, failure to follow instructions concerning the use of the Goods, whether given in any documents supplied with the Goods or otherwise, or failure to follow the specified maintenance schedule provided with the Goods.
 - (iv) The defect has not arisen as a result of normal wear and tear; Written notice of the defect having been given to the Company within 14 days following discovery of the defect.
- 4.2 Subject to clause 14, the warranty contained in Clause 4.1 above given in lieu of and shall be deemed to exclude all other warranties and conditions, whether expressed or implied and whether arising by common law statute or otherwise.
- 4.3 Where notice is given to the Company by the Customer within the terms of Clause 4.1 (iv) the Customer shall return the Goods to a location specified by the Company, and Goods in transit to the Company for the purpose of repair under the warranty shall be at the Customer's risk, the Customer shall also be responsible for carriage costs.
- 4.4 Warranty for Installation services - Support of any new installation, is provided for a period of 14 days, after which issues will be deemed as either part of your contract (if applicable) or outside the 14-day warranty scope, and may be charged for accordingly.
- 4.5 The Company will use all reasonable endeavours to procure for the Customer the benefit of warranties under the terms of the Company's agreement in relation to defects in Goods which are not of the Company's manufacture, by the terms of the Company's agreement with the suppliers of the goods.
- 4.6 The Company cannot pass onto the Customer any greater warranty in respect of the Goods than that which is provided to the Customer under the terms of the Company's agreement with its own supplier(s).

5. TECHNICAL INFORMATION

- 5.1 The Company shall not be under any liability whatsoever resulting from, arising out of, in connection with or in relation to, any statement made by any of the Company's employees, or agents or contained in any document either before or after the contract between the customer and the Company was entered into, unless the Customer gives notice in writing to the Company before the contract is entered into that it intends to rely on any such statement or document.
- 5.2 Without prejudice to the generality of the foregoing -
 - (i) Any description contained in any catalogues, brochures, sample price lists or any other advertising material supplied by the Company to the Customer is intended merely to present a general picture of the goods sold by the Company, and shall not form a representation to the Customer or become part of any contract for sale of goods made between the Company and the Customer unless supplied in the form of a quotation.
 - (ii) The Company makes no warranty whether express or implied in connection with any technical advice or recommendation given by the Company in relation to the Goods.
- 5.3 Where the Customer is a consumer or deals as a consumer within the meaning of the Unfair Contract Terms Act, 1977, the exclusions contained in 5.2 above shall apply only so far as they do not conflict with the terms implied within the Sections of the Sale of Goods Act 1979 relating to correspondence of Goods with description, quality or fitness for purpose and sales by sample.

6. CUSTOMER'S SPECIFICATION

- 6.1 Where Goods are made or modified to the Customer's own specification, instruction or design, the Customer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Company and keep the Company indemnified on a continuing basis from and against any infringement of any patent, registered trademark or other intellectual property rights, or loss, damage or expense which it may incur by reason of such infringement as aforesaid.

7. ORDERS/DELIVERY/COLLECTION

- 7.1 No order shall generally be accepted by the Company unless first confirmed by the customer in writing, by e-mail, or by facsimile. In the event that the Customer does not issue a purchase order to the Company then the Company shall be permitted to rely on conversation relating to the order itself or any quotation relative thereto.
- 7.2 Where Goods are to be delivered to the Customer, such Goods will be delivered to the ground floor of the location agreed in the contract. Unless it is otherwise agreed in writing by the Company, such Goods shall be delivered by any means chosen by the Company.
- 7.3 The Company will make every effort to avoid delay but is under no responsibility to meet any specific delivery deadline. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery whether brought about by a factor beyond the control of the Company or not.
- 7.4 The Company shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed in writing by the Company.
- 7.5 It is the Customer's responsibility to inspect Goods immediately upon delivery.
- 7.6 The Customer shall notify the Company within 3 working days from date of delivery, any issue with the Goods which may lead to the Customer to allege that the Goods are not in conformity with the contract or that there is a defect in material or workmanship. If the Customer fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defects, which would be apparent upon reasonable examination of the Goods and the Customer shall be deemed to have accepted the goods accordingly. In the event the Customer establishes that the Company's Goods are not in accordance with the contract or are defective, the Company may at its discretion repair the Goods or replace the Goods or to refund the purchase price against return of the Goods.
- 7.7 Where Goods are lost, 2 clear days notice are required to be given to the carrier of such loss. The Customer shall notify the Company in writing within 24 hours of delivery non-delivery to the Customer's premises, to enable the Company to notify the carrier of the claim.
- 7.8 Where Goods are damaged in Transit, the Customer shall notify the Company immediately upon detection of the damage, and no later than two working days following delivery of the goods, to enable the Company to notify the carrier of the claim.
- 7.9 Where Goods are to be collected by the Customer, the Company shall notify the Customer of availability of such Goods for collection by written or verbal notice of availability. Goods shall be collected within seven days from the date of notice of availability. Should the Customer fail to collect the Goods within the seven day period the Customer will be liable for any costs, losses or expenses arising from the Customer's failure to collect the Goods.
- 7.10 The Company shall not be obliged to provide any Goods not referred to on the Order Confirmation, or in the absence of an order confirmation, the quotation provided to the Customer in respect of the supply of Goods by the Company.

8. PASSING OF RISK

- 8.1 Where the Goods are to be delivered to the Customer at a location in the United Kingdom, the Goods shall be at the Customer's risk from the time of delivery of the Goods to the Customer.
- 8.2 All Goods to be delivered to the Customer at a location outside the United Kingdom shall be at the Customer's risk from the time of delivery of the Goods to the Customer.
- 8.3 All Goods to be collected by the Customer shall be at the Customer's risk from the time of collection.
- 8.4 The Company shall not be liable for any loss of any kind to the Customer arising from any damage to the Goods occurring after the risk has passed to the Customer however caused.

9. RETENTION OF TITLE

- 9.1 Title in the Goods to be sold shall remain in the Company until all sums due to the Company from the Customer have been paid in full.
- 9.2 Without prejudice to any of its other rights, the Company may recover or resell the Goods supplied, entry to the Customer's premises by its consultants and or agents shall be allowed for that purpose if:
 - (i) any payment due by the Customer to the Company is overdue in whole or in part; or
 - (ii) any steps are taken with a view to the Customer or any of the Customer's Affiliates or any of its or their assets becoming subject to any form of winding-up, administration, receivership, administration, or post-liquidation proceedings, bankruptcy, arrangements with creditors generally, enforcement of security or legal process or repossession; or
 - (iii) the Company has reasonable grounds to believe that the Customer is insolvent or over-indebted or that the Company's rights to receive payment or its interest in the Goods are or are likely to be in jeopardy; or
 - (iv) the Customer ceases or threatens to cease to carry on trading; or
 - (v) the Customer is in breach of any provision of the Conditions.
- 9.3 Until such time as the Customer becomes the owner of the Goods supplied to it, it will keep the Goods prior to installation or post-liquidation of the Customer as listed in the order confirmation or quotation from the Company.

10. CANCELLATION

- 10.1 No cancellation or postponement of delivery of all or any part of its order by the Customer shall be effective unless communicated to the Company in writing.
- 10.2 In the event of such cancellation or postponement being made in accordance with the terms of the clause 10.1 above the Company shall be entitled at its discretion to the following cancellation charges, unless otherwise stated in writing by the Company:
 - (i) more than 90 days before the date for delivery of the Goods: £125.00
 - (ii) more than 45 days but less than 91 days before delivery of the Goods £125.00 or 10% of the quoted price of the Goods affected by the cancellation or postponement whichever is the greater
 - (iii) less than 45 days before the date for delivery of the Goods: £125.00 or 15% of the quoted price of the goods affected by the cancellation or postponement whichever is the greater
- 10.3 No cancellation or amendment of its order by the Customer shall be effective unless in accordance with Clause 10.1 above and is agreed in writing by the Company. Any such alteration or amendment will be subject to charges additional to the price of the Goods at the discretion of the Company
- 10.4 The Company reserves the right to implement its Consultancy cancellation policy in the event of a cancellation by the Customer of pre-scheduled work. In such cancellation events the following charges may apply at the Company's discretion: cancellation on the same day as any pre-scheduled chargeable visit 90% of the rate that would have been charged. Cancellation 1-2 days before the visit 50% of the rate that would have been charged. No charge will be made for cancellation of 3 days or more.

11. SOFTWARE

- 11.1 For the purpose of the Contract "Software" shall mean all operating systems, application software, customised software and other computer programs and associated documentation provided by the Company or, if originating from 3rd party, through the Company.
- 11.2 All Software shall be supplied to the Customer on licence for use by the Customer, all intellectual property, title and the rights in the Software shall remain, vested in the Company, if developed by it, or in any third party owning such property, title and or rights.
- 11.3 Any warranty or guarantee given by the Company in respect of Software shall be strictly limited to the medium of storage and the Company shall not be liable in respect of any loss or damage occasioned to the Software itself or as a result of the usage of the Software for any purpose.
- 11.4 Any work required as a result of upgrades to licences and/or software is chargeable and is not covered under the Company support contracts
- 11.5 **Scope and Limitation of Liability relating to Products Developed by the Company** - The Customer acknowledges that the allocation of risk in this agreement reflects the price paid for the product, written and or developed by the Company. The Customer also acknowledges the fact that it is not within the control of the Company as to how, and for what purposes, the Customer uses the product. In any event, the Company will not be liable for any loss of any kind (including loss of profits, business, chargeable time, anticipated savings, goodwill, reputation, loss of data or any business interruption) to the Customer, whether direct, indirect, consequential, incidental or via special damages, howsoever caused, and whether arising under contract, tort, including negligence, statute or otherwise, any exclusion, disclaimer or other provision contained in the Conditions is held to be invalid for any reason by a court of competent jurisdiction and the Company become liable for loss or damage that could otherwise be limited, such liability whether in contract, tort or otherwise, will not exceed the price paid by the Customer for the product.
- 11.6 The Customer acknowledges that:
 - (i) software in general is not error-free or bug-free, and agrees that the existence of such errors or bugs will not constitute a breach of the Conditions; and
 - (ii) the software developed by the Company, operates in conjunction with 3rd party Software and Hardware, which may also at times affect the operation and running of the developed software, the Customer accepts that these situations are beyond the control of the Company; and
 - (iii) the Company will make all best endeavour attempts at fault finding and system testing prior to a system being made live, however testing is ultimately the responsibility of the Customer.
- 11.7 In any event the company will not be liable for any loss, of any kind, as a result of any errors or bugs in any developed goods (including loss of profits, business, chargeable time, anticipated savings, goodwill, reputation, loss of data or any business interruption) however caused to the Customer and the Customer agrees to fully indemnify the Company against any cases in relation to the same, brought against the Company by any 3rd party using any software developed and/or supplied by the Company.
- 11.8 Where software is developed for the Customer by the Company, or a 3rd party acting on behalf of the Company, a specification and quotation for the Goods will be supplied detailing the scope and structure of the software to be designed (hereinafter called "the scope document"), prior to commencement of work. The scope document must be signed by the Customer prior to the commencement of work. In the event that the scope document is not signed by the Customer and the Customer, any additional features other than those detailed in the original scope document will be charged for at the prevailing daily rate or at a rate agreed between the Company and the Customer. The Company gives no warranty (express or implied) that the software developed will meet the Customer's requirements, beyond ensuring the developed Goods conform to the agreed scope document.
- 11.8 If payment is due in stages, future stages of development will not be completed until all payments due are received in full by the company. Any claim whatsoever, against the Company, may not be more than the cost of the original software itself.

12. HOSTED SERVICE DELIVERY

- 12.1 The Customer acknowledges that, given the nature of Hosted Services, the Company cannot guarantee that the Hosted Services, when delivered via the internet, will be uninterrupted or error free, whether hosted directly by the Company, or by any 3rd party recommended by, or acting on behalf of, the Company.
- 12.2 To the fullest extent permitted by law and save as provided elsewhere in the Contract, the Hosted Services and Goods are provided by Company to the Customer on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Contract including as to satisfactory quality and fitness for a particular purpose. In particular, the Company gives no warranty or representation that:
 - (i) the Hosted Services will meet the Client's requirements; or
 - (ii) the Hosted Services will be provided on an uninterrupted, timely, secure or error-free basis; or
 - (iii) any results obtained from use of the Hosted Services will be accurate, complete or current.
- 12.3 The Company warrants that it will provide the Hosted Services with reasonable care and skill and in accordance with any Contract. The Company will not be liable for a breach of such warranty unless the Customer notifies the Company in writing of such failure within 14 days of the Customer becoming aware of the failure.
- 12.4 If the Customer makes a valid claim against Company based on a failure by Company to comply with the warranty set out in clause 12.3 the Company may, at its option, take such steps as it deems necessary to remedy such failure or refund such part of the Fees as relates to such Hosted Services, provided that the liability of the Company under such warranty will in no event exceed one and a quarter times the amount of the Fees paid to the Company by the Customer (excluding VAT and expenses) in the 12 month period prior to the date when the Customer makes the claim. If the Company complies with this clause, it will have no further liability for a breach of the said warranty.

13. TELECOMMUNICATIONS EQUIPMENT / SERVICES

- 13.1 When telecommunications equipment supplied by the Company is to be used in conjunction with BT or any other telecommunication provider's lines or apparatus, whether conventional physical line based or internet based, then the following additional conditions shall apply:
 - (i) BT or any other 3rd party telecommunications company shall have the right to suspend or restrict the use of the equipment, which is already installed, and in use. Any modifications required will be carried out at the Customer's expense.
 - (ii) In no event shall the Company be liable for damages, loss or injury to the communications equipment or personnel in connection with, or arising out of, the Customer's act or neglect.
 - (iii) In no event shall the Company be liable for damages, costs, losses (in any form) and or penalties resulting from technical problems or delays during any implementation, caused by any other telecommunication companies, whether recommended by the Company or not.
- 13.2 Any quotations, services or advice that involves telecommunications or internet services are based on "as available at the time" basis and the Company shall not be liable for costs or penalties for any new services, that telecommunication companies bring out after the date of the quotation, or for any other problems or delays which arise on a downtime of, or intermittent problems caused by telecommunication.

14. EXCLUSION OF LIABILITY

- 14.1 The liability of the Company to the Customer for any breach of contract or negligence (save and except the Company's liability for negligence for death or personal injury) shall be limited to the price of the goods together with any expenses incurred by the Customer in notifying and returning the goods to the Company.
- 14.2 The Company shall not be liable for any consequential loss including, without limitation, any loss caused by interruption of the Customer's business, loss of electronic information or physical damage to property and whether directly or indirectly caused by any breach of contract or by negligence by the Company or by any employee, or 3rd party acting on behalf of the Company.
- 14.3 The Company recommends that as a matter of good business practice, the Customer maintains insurance and maintains a backup system to backup electronic data.
- 14.4 The Customer will fully indemnify, and keep, the Company, its parent company, sister companies, subsidiaries and affiliates, officers, partners, directors employees and or agents, wholly or partly, from and against all claims, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever or howsoever incurred by the Customer, its employees, agents or 3rd party acting on behalf of the Customer and arising from (but not limited to) any of the following:
 - (i) The Customer's breach of the Agreement, negligence or other default;
 - (ii) the operation or break down of any IT systems, but not equipment, owned or used by the Customer including any Goods developed or hosted by the Company
 - (iii) the Customer's use or misuse of the Goods.

15. NON SOLICITATION

- 15.1 The Customer agrees, and undertakes, that it shall not solicit, or attempt to solicit, in any way, the services of any employee of the Company with whom it has had dealings during a period of three months immediately prior to its approach.
- 15.2 This undertaking will not apply in respect of any employee of the company, whom, without having been previously approached directly or indirectly by the Customer, resumes work for the Customer in an advisory or non-executive capacity.
- 15.3 The Customer acknowledges that employees of the Company may be under restrictive covenants post termination of employment with the Company, and it is an obligation of any prospective employer to check the status of the employee. The Customer attempts to obtain details of any restrictive covenants directly from any current or ex employee of the Company which approaches the Customer, directly or indirectly, to offer services, and has had dealings with the Customer during a period of three months immediately prior to its approach to the Customer. In the event that the Customer or the Company make request details of any relevant restrictive covenants directly from the Company.
- 15.4 The Customer agrees that after being made aware of any imposing restrictive covenants, by whatsoever means, surrounding the employee's employment with the Company, should it terminate, the employee or pursue, whether directly or indirectly, with a view to obtaining services of, any current or ex employee of the Company, section 15.2 shall offer no exclusion of liability to the Customer, and the Company may consider the Customer to be in breach of this section of the Conditions.
- 15.5 Should the Customer not respect the terms of the Conditions and employ or engage an employee of the Company (without the Company's prior written consent) the Company reserves the right to charge the Customer a fee of 25% of the staff member's annual earnings from the Company.

16. PATENTS, TRADE MARKS, etc.

- 16.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Customer will in this respect accept such restrictions as may apply to the Company or its agents. Where the goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Customer, the Customer represents and warrants to the Company that the Goods as so designed or configured are not infringing any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods or the use of such processes in any part of the world. The Customer shall indemnify the Company and keep the Company indemnified on a continuing basis from and against all actions, suits, claims, losses, charges, costs and expenses which the Company may suffer or incur in connection with any claim by any third party alleging facts which established would indicate a breach of the representations and warranties in this Clause.

17. TERMINATION

- 17.1 If the Customer fails to take and pay for Goods sold in accordance with the Contract the Company shall be at liberty to treat the contract as repudiated without prejudice to the Customer's right to sue for recovery of the price of the Goods and to sue for damages which the Company may suffer or incur by reason of the Customer's default and the Company shall be entitled to dispose of the Goods as the Company deems fit and will not be under any liability to account to the Customer for the price received therefore or otherwise.
- 17.2 The Company shall have the right immediately to terminate the Contract at any time upon occurrence of any of the events specified in clause 9.2. Upon any such termination the Company shall have the right to be paid the price of the Goods manufactured or supplied to the date of cancellation and the Customer shall take and pay for, at the current price, such Goods as have been allocated by the Company to the Contract.

18. FORCE MAJEURE

- 18.1 The Company shall be relieved of all liability otherwise arising under these conditions to the extent that it shall be unable to carry out all or its obligations hereunder as a result of wars, strikes, lockouts, governmental controls or restrictions, non-availability of goods or personnel or any other cause whatsoever beyond the Company's control.

19. FORCEBREAKE

- 19.1 No forcebreake, indulgence, time or relaxation on the part of the Company granted to the Customer in respect of any of the conditions shall in any way affect, diminish, restrict or prejudice rights or powers of the Customer under any contract for sale of goods or operates as or deemed to be a waiver or any breach by the Customer of any of these Conditions.

20. NOTICE

- 20.1 Any notice given under or pursuant to the Contract must be sent by recorded post or by telephoned delivery service, or transmitted by electronic means or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so, sent or transmitted to the registered office address of the Company.

21. LAW AND JURISDICTION

- 21.1 Any Contract between the Company and the Customer shall be subject to the law of England and Wales.
- 21.2 All disputes arising out of any contract between the Company and the Customer shall be subject to the jurisdiction of the courts of England and Wales.
- 21.3 If any part of the Conditions shall be found to be unlawful, it shall not affect the validity or enforceability of the remainder of the Conditions.
- 21.4 The Company does not accept amendments by the Customer to the Conditions. Any variations to the Conditions must be signed and agreed by one of the Company's directors.
- 21.5 The company reserves the right to amend these Conditions at any time. Any such changes will take effect as stated (see date at the top of the Conditions) and will be posted on the Company's website. It is the Customer's responsibility to read the Conditions regularly, continued use of Goods developed by the company shall signify your acceptance to be bound by the latest Conditions.