



Master Service Agreement:

This Order Acknowledgement forms part of the Master Services Agreement (as that term is defined in clause 2 (Definitions and Interpretation) of the Master Services Agreement) and incorporates and is governed by the terms and conditions of the Master Services Agreement, which can be viewed here: <https://www.cygnus-systems.com/en-gb/about-us/terms-conditions/>

By accepting this Order Acknowledgement, the Customer confirms its order, and acknowledges that the Customer has read, understood, and agreed to the terms and conditions set out in: (a) this Order Acknowledgement, and (b) The Master Services Agreement and c) The Details of Processing of Customer personal data.

The Subscription for the relevant SaaS Products shall:

- (1) begin on the Effective Date; and
- (2) continue for an initial period of [twelve (12) months] from (and including) the Effective Date (the "Initial Term").
- (3) Automatic Renewal: The subscription shall be automatically extended beyond the Initial Term for further successive periods of [twelve (12) months] (each a "Renewal Term") unless and until terminated earlier either in accordance with the MSA terms or until one party gives written notice to the other of its intention not to renew the subscription at the end of: (a) the Initial Term; or (b) the relevant Renewal Term (as the case may be) and provided that such notice is received by the other party at least [fifteen (15) days] before the expiry of the Initial Term or the then current Renewal Period, as the case may be.]

Effective Date shall be the Order Date, as indicated on this Order Acknowledgment.

The Customer shall not:

- authorize more Authorized Users to access the Cygnus SaaS Products than the number of individual user subscriptions that the Customer has purchased (from time to time); and
- permit any user subscription to be used by more than one individual Authorized User unless such User Subscription has been reassigned in its entirety to another individual Authorized User, in which case the Customer shall procure that the previous Authorized User shall cease accessing and using the relevant Cygnus SaaS Product]

Support Services:

Basic level support services as set out in the Master Services Agreement are included in the Software Fee.



The Customer's attention is particularly drawn to the provisions of clause 17.

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

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

Commencement Date: has the meaning set out in clause 2.2 for the supply of Goods and/or Services; and for Hire Services, the date the Customer takes delivery of the Equipment.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.8.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services or the Hire Services (as the case may be) in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services or Hire Services (as the case may be) from the Supplier.

Deposit: the amount set out in the Payment Schedule (if applicable).

Delivery Location: has the meaning set out in clause 6.2.

Equipment: the items of equipment listed in Schedule 1, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Force Majeure Event: has the meaning given to it in clause 19.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and the Supplier.

Hire Services: the services (if any) to be performed by the Supplier or the Supplier's agent or subcontractor in conjunction with the hire of the Equipment including any delivery and/or collection service in respect of the Equipment listed in Schedule 1.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which

subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the accompanying Supply of Goods and Services Agreement.

Payment Schedule: the sums payable under the Contract for hiring of Equipment, as set out in Schedule 2.

Rental Payments: the payments made by or on behalf of Customer for hire of the Equipment as specified in Schedule 2.

Rental Period: the period of hire as set out in Schedule 1.

Services: the services, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services as specified in the Order.

Site: the location at which the Supplier has agreed to deliver the Goods as specified in the Order and/or the location at which the Customer agrees to keep the Equipment, as specified in Schedule 1 (as the case may be).

Supplier: Bull Products Limited (registered in England and Wales under company number 08587906) whose registered office is at Beacon House 4 Beacon Road, Rotherwas Industrial Estate Hereford, HR2 6JF and will include its employees, servants, agents and/or duly authorised representatives.

Total Loss: the Equipment is, in the Supplier's reasonable opinion or the opinion of its insurers, damaged beyond repair, lost, stolen, seized or confiscated.

1.2. Construction. In these Conditions, the following rules apply:

1.2.1. Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.

1.2.2. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3. a reference to a party includes its successors or permitted assigns;

1.2.4. unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.2.5. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.6. references to clauses and schedules are to the clauses and schedules of the Contract and references to paragraphs are to paragraphs of the relevant schedule.

1.2.7. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.8. any reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT FOR GOODS AND/OR SERVICES

2.1. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force whatsoever.

2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1. The Goods are described in the Supplier's catalogue and/or on the Supplier's website from time to time as modified by any applicable Goods Specification.

3.2. To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3. The Supplier reserves the right to amend the Goods Specification at any time if required by any applicable statutory or regulatory requirements.

3.4. For any special, bespoke or non-standard Orders, the Customer shall pay for such Orders in full and in cleared funds to a bank account nominated in writing by the Supplier in advance of manufacture and delivery. The Customer acknowledges that such Orders are non-refundable and non-returnable.

4. EQUIPMENT HIRE

4.1. The Supplier shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of the Contract.

4.2. The Supplier shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Customer's quiet possession of the Equipment.

4.3. Equipment is hired subject to it being available for hire to the Customer at the time required by the Customer. The Supplier shall not be liable for any loss suffered by the Customer as a result of the Equipment being unavailable for hire where the Equipment is unavailable due to circumstances beyond the Supplier's control.

5. RENTAL PERIOD

5.1. The Rental Period starts on the Commencement Date and shall continue for a period as specified in Schedule 1 unless the Contract is terminated earlier in accordance with its terms.

5.2. When hire of the Equipment is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Rental Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Equipment is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Equipment to the Supplier on the final day of the 3 month Rental Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.

6. DELIVERY OF GOODS

6.1. The Supplier shall ensure that:

6.1.1. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

6.1.2. if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

6.2. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

6.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. The Customer is responsible for unloading the Goods.

6.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.5. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

6.6. If the Customer fails to accept or take delivery of the Goods within 10 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

6.6.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

6.6.2. the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

6.7. If 15 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

6.8. The Customer will inspect all Goods and/or Services it receives for non-conformity, damage or defect, promptly after it receives them and will give the Supplier written notice within two working days from delivery of any non-conformity, damage or defect that the Customer finds or would reasonably be expected to find (acting reasonably). Failure to provide such notice to the Supplier within two working days from delivery shall be deemed as an irrevocable acceptance of Goods and/or Services. Subject to clause 6.3, if any non-conformity, damage or defect to the Goods and/or Services are discovered, the Customer shall have a remedy as per clause 6.2.

6.9. The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

6.10. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. DELIVERY AND INSTALLATION OF EQUIPMENT

7.1. Delivery of the Equipment shall be made by the Supplier. The Supplier shall use all reasonable endeavours to effect delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 9.

7.2. The Supplier shall at the Customer's expense, chargeable to the Customer at the rates specified at Schedule 1, install the Equipment at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

7.3. The personnel providing Hire Services are deemed to be servants of the Customer. Once the Customer instructs such personnel they are deemed to be under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to such personnel and for any claims, losses and damages which result due to the personnel following such instructions, guidance and/or advice other than where the Hire Services are adjudged by a court to have been performed negligently.

7.4. To facilitate delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in Schedule 1.

7.5. If any Hire Services are delayed, postponed or cancelled as a result of the Customer's breach of any of its obligations under these conditions, the Customer shall be liable to pay the Supplier's additional standard charges that apply for such delay, postponement or cancellation.

8. QUALITY OF GOODS AND EQUIPMENT

8.1. Subject to clause 8.4, the Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods and/or Equipment shall:

8.1.1. conform in all material respects with their description and any applicable Goods Specification or other specification;

8.1.2. be free from material defects in design, material and workmanship;

8.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

8.1.4. be fit for any purpose held out by the Supplier.

8.2. Subject to clause 8.3 and 8.4, £

8.2.1. the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods and/or Equipment do not comply with the warranty set out in clause 8.1;

8.2.2. the Supplier is given a reasonable opportunity of examining such Goods and/or Equipment;

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| 8.2.3. | the Customer (if asked to do so by the Supplier) returns such Goods and/or Equipment to the Supplier's place of business at (unless otherwise agreed) the Customer's cost; and | 9.9. | The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment. |
| 8.2.4. | the Supplier shall, at its option, repair or replace the defective Goods and/or Equipment, or refund the price of the defective Goods in full. | 9.10. | If the Customer fails to effect or maintain any of the insurances required under the Contract, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer. |
| 8.3. | The Supplier shall not be liable for the Good's and/or Equipment's failure to comply with the warranty in clause 8.1 if: | 9.11. | The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements. |
| 8.3.1. | the Customer makes any further use of such Goods and/or Equipment after giving notice in accordance with clause 8.2; | 10. | STORAGE OF GOODS |
| 8.3.2. | the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Equipment or (if there are none) good trade practice; | 10.1. | The Supplier, may if requested by the Customer, agree to store the Customers alarms, fire point stands, extinguishers and other construction site specific Goods in accordance with and subject to the provisions of this clause 10. |
| 8.3.3. | the defect arises as a result of the Customer failing to follow any drawing, design, Goods Specification or other specification (whether oral or written) provided by the Supplier; | 10.2. | Once the Customer has finished using the Goods at the Site, the Customer shall provide the Supplier not less than five (5) Business Days written notice requesting collection of such Goods to be stored by the Supplier. |
| 8.3.4. | the defect arises as a result of the Supplier following any drawing, design or Goods Specification or other specification (whether oral or written) supplied by the Customer; | 10.3. | The Supplier shall then arrange for collection and transportation of the Goods from the Site to the Supplier's warehouse. |
| 8.3.5. | the Customer alters or repairs such Goods and/or Equipment without the written consent of the Supplier; | 10.4. | The Supplier will charge the Customer for the transportation of the Goods from the Site and to any subsequent site in accordance with the provisions of clause 13. |
| 8.3.6. | the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or | 10.5. | Upon receipt of the Goods at the Supplier's warehouse, the Supplier will inspect the Goods. Any item that is deemed by the Supplier (at the Supplier's sole discretion acting reasonably) to have reached the end of its serviceable life or is obsolete or is beyond economical repair or otherwise condemned will be disposed of by the Supplier. If an extinguisher is condemned in accordance with BS5306 the Supplier has a duty to apply an environmental charge and the Customer will be solely responsible for the same. The Supplier will then add the remaining Goods that have been collected to the Customers current asset list. |
| 8.3.7. | the Goods and/or Equipment differ from the Goods Specification or other specification provided by the Supplier, as a result of changes made to ensure they comply with applicable statutory or regulatory standards. | 10.6. | The Supplier will inform the Customer of any Goods that have been disposed of pursuant to clause 10.5 and will provide the Customer with recommendations and a non-binding quote for the replacement of the same. |
| 8.4. | The Supplier Shall have no liability whatsoever for: | 10.7. | Subject to the provisions of clause 10.9 the Goods will be stored at the Supplier's warehouse until the Customer informs the Supplier that it requires the Goods to be delivered to an alternative site. |
| 8.4.1. | the batteries which are provided with or alongside the Goods and/or Equipment, including but limited to any fault and/or defect which arises directly or indirectly from and/or in connection with the batteries; and | 10.8. | Prior to delivery of the Goods to an alternative site, the Supplier will service the Goods at the Customer's cost in accordance with the Order and clause 13. |
| 8.4.2. | replacement of the batteries provided with or alongside the Goods and/or Equipment. Replacement of the batteries shall be the sole responsibility of the Customer. | 10.9. | The Customer shall collect any Goods stored in accordance with this clause promptly on request from the Supplier. If the Customer fails to do so within a reasonable time the Supplier reserves the right to charge a storage fee or at its discretion dispose of the Goods without further liability or payment to the Customer. Should the Supplier incur increased insurance costs as a result of the Customer's failure to collect the Goods on request, the Supplier reserves the right to recover such additional cost from the Customer as a debt. |
| 8.5. | Except as provided in this clause 8, the Supplier shall have no liability whatsoever to the Customer in respect of the Good's and/or Equipment's failure to comply with the warranty set out in clause 8.1. | 11. | SUPPLY OF SERVICES |
| 8.6. | The terms of these Conditions shall apply to any repaired or replacement Goods and/or Equipment supplied by the Supplier under clause 8. | 11.1. | The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects. The Supplier shall use reasonable endeavours to meet any performance dates specified in the Service Specification, but any such dates are estimates only and time is not of the essence for performance of the Services. |
| 8.7. | Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer. | 11.2. | The Supplier shall have the right to make any changes to the Services at any time which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event. |
| 8.8. | If the Supplier fails to remedy any material defect in the Equipment in accordance with clause 8.1, the Supplier shall, at the Customer's request, accept the return of part or all of the Equipment subject to the Defect and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement. | 11.3. | The Supplier shall during the term of the Rental Period subject at all times to the provisions of clause 12. |
| 9. | TITLE AND RISK AND INSURANCE | 11.3.1. | as often as the Supplier may determine to be necessary and, having regard to the recommendations of the manufacturer or supplier of the Equipment, to carry out routine servicing and maintenance and all repairs to the Equipment which are due to fair wear and tear and/or an inherent fault in the Equipment; |
| 9.1. | The risk in the Goods shall pass to the Customer on completion of delivery. | 11.3.2. | prior to the expiry of any consumable parts of the Equipment (i.e. those parts that are issued with an expiry date by the manufacturer or supplier of the Equipment) to replace such parts; and |
| 9.2. | Title to the Goods shall not pass to the Customer until the earlier of: | 11.3.3. | as and when software upgrades are made available to the Supplier by the manufacturer or supplier of the Equipment, use its reasonable endeavours to attend the Site and upload such software upgrades. The Supplier reserves the right to charge for any applicable software upgrades and will notify the Customer of any charges in advance of attending the Site. |
| 9.2.1. | the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and | 12. | CUSTOMER'S OBLIGATIONS |
| 9.2.2. | the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 9.4. | 12.1. | The Customer shall: |
| 9.3. | Until title to the Goods has passed to the Customer, the Customer shall: | 12.1.1. | ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate; |
| 9.3.1. | store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; | 12.1.2. | co-operate with the Supplier in all matters relating to the Services and/or Hire Services; |
| 9.3.2. | not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; | 12.1.3. | provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Site or the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services and/or Hire Services; |
| 9.3.3. | maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; | 12.1.4. | provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services and/or Hire Services, and ensure that such information is complete and accurate in all material respects; |
| 9.3.4. | notify the Supplier immediately if it becomes subject to any of the events listed in clause 18.1.2 to clause 18.1.13; and | 12.1.5. | prepare as appropriate the Site or the Customer's premises for the supply of the Services and/or Hire Services; |
| 9.3.5. | give the Supplier such information relating to the Goods as the Supplier may require from time to time. | 12.1.6. | obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services and/or Hire Services are to start; and |
| 9.4. | Subject to clause 9.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time: | 12.1.7. | attend and complete all mandatory SiteNet initial training and any further SiteNet training as the Supplier may reasonably require in respect to operation and use of the Goods and/or Equipment, including completion of any training materials provided ("the Training"). The Customer shall ensure that (where relevant) their employees and/or contractors also attend and complete the Training, as required for their use of the Goods and/or Equipment. The Customer shall bear the total costs of the Training, unless otherwise agreed between the parties. |
| 9.4.1. | it does so as principal and not as the Supplier's agent; and | 12.1.8. | |
| 9.4.2. | title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs. | 12.2. | The Customer shall during the term of the Rental Period: |
| 9.5. | If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 18.1.2 to clause 18.1.13, then, without limiting any other right or remedy the Supplier may have: | 12.2.1. | ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier such staff having read and understood the same; |
| 9.5.1. | the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and | 12.2.2. | take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work; |
| 9.5.2. | the Supplier may at any time: | 12.2.3. | maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment; |
| 9.5.2.1. | require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and | 12.2.4. | make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment except to replace batteries or defibrillating pads and unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation; |
| 9.5.2.2. | if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them. | 12.2.5. | keep the Supplier fully informed of all material matters relating to the Equipment; |
| 9.6. | Title in the Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Contract). | 12.2.6. | at all times keep the Equipment in the possession or control of the Customer and keep the Supplier informed of its location; |
| 9.7. | The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until such time as the Equipment is redelivered to the Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances: | | |
| 9.7.1. | insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident; and such other risks as the Supplier may from time to time nominate in writing; | | |
| 9.7.2. | insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and | | |
| 9.7.3. | insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer. | | |
| 9.8. | All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies. | | |



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| 12.2.7. | permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection; | 13.6. | All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods. |
| 12.2.8. | maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require; | 13.7. | If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 10% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. |
| 12.2.9. | not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair, maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it; | 13.8. | The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer. |
| 12.2.10. | not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal; | 14. | RENTAL PAYMENTS AND DEPOSITS FOR HIRE SERVICES |
| 12.2.11. | not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment; | 14.1. | The Customer shall pay the Rental Payments to the Supplier in accordance with and in the manner set out in the Payment Schedule. |
| 12.2.12. | not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation; | 14.2. | The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law. |
| 12.2.13. | not use the Equipment for any unlawful purpose; | 14.3. | The Supplier reserves the right to request a Deposit from the Customer. The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. If required, the Customer shall, on the date of the Contract, pay a deposit in the sum set out in the Payment Schedule to the Supplier. If the Customer fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to the Supplier any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period. |
| 12.2.14. | ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment; | 15. | INTELLECTUAL PROPERTY RIGHTS |
| 12.2.15. | deliver up the Equipment from time to time in order for the Supplier to perform any required servicing and maintenance during the Rental Period and at the end of the Rental Period or on earlier termination of the Contract at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of inspecting or removing the Equipment and to these ends the Supplier will notify the Customer of any damage to the Equipment within 2 Business Days of such inspection; and | 15.1. | The Intellectual Property Rights in or arising out of or in connection with the Services and/or the Hire Services shall be owned by the Supplier. |
| 12.2.16. | not do or permit to be done anything which could invalidate the insurances referred to in clause 9. | 15.2. | The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer. |
| 12.3. | If the Supplier's performance of any of its obligations in respect of the Services and/or Hire Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default): | 16. | CONFIDENTIALITY |
| 12.3.1. | the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services and/or Hire Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations; | 16. | A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 16 shall survive termination of the Contract. |
| 12.3.2. | the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 12.3; and | 17. | LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE |
| 12.3.3. | the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default. | 17.1. | Nothing in these Conditions shall limit or exclude the Supplier's liability for: |
| 12.4. | The Customer agrees to fully cooperate with and to assist the Supplier in conducting all activities necessary for a required Goods recall, withdrawal, corrective actions, notifications to all recipients, end users, governmental agencies and other instances, in accordance with applicable regulations and laws. | 17.1.1. | death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; |
| 12.5. | If specified under the terms of Schedule 3 of the Contract the Customer shall prior to or on commencement of the Rental Period and as a condition of the Contract make available to the Supplier or the Supplier's agent or subcontractor the numbers and class of the Customer's staff as required by the Supplier to be trained (all at once and at the same time) in the use of the Equipment as more particularly specified in Schedule 3 and additionally to provide such staff or additional staff with refresher training (all at once and at the same time) in the use of such Equipment. The cost of such training will be charged to the Customer at the rates specified in Schedule 1. | 17.1.2. | fraud or fraudulent misrepresentation; |
| 12.6. | The Customer acknowledges that it shall be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, including accidental or intentional discharge of a fire extinguisher other than in the case of a genuine emergency and the Customer undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of the Contract. | 17.1.3. | breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); |
| 13. | CHARGES AND PAYMENT FOR GOODS AND/OR SERVICES | 17.1.4. | breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or |
| 13.1. | The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods. | 17.1.5. | defective products under the Consumer Protection Act 1987. |
| 13.2. | The charges for Services shall be calculated in accordance with the rates, as set out in the Order. | 17.2. | Subject to clause 17.1: |
| 13.3. | The Supplier reserves the right to: | 17.2.1. | the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and |
| 13.3.1. | increase its fee rates for the charges for the Services, provided that such charges cannot be increased more than twice in any 12 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 4 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks' written notice to the Customer; and | 17.2.2. | the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total value of the Contract. |
| 13.3.2. | increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to: | 17.3. | The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract. |
| 13.3.2.1. | any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); | 17.4. | The Goods and/or Services are intended for sale to and installation by qualified professionals. The Supplier cannot provide any assurance that any person or entity buying such Goods and/or Services, including any "authorized dealers" or "authorized resellers" or otherwise, are properly trained or experienced to correctly install fire and security related goods and/or services. |
| 13.3.2.2. | any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or | 17.5. | This clause 17 shall survive termination of the Contract. |
| 13.3.2.3. | any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods. | 18. | TERMINATION |
| 13.4. | In respect of Goods, (excluding any special, bespoke or non-standard Orders), the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer upon the Services being performed. | 18.1. | Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if: |
| 13.5. | The Customer shall pay each invoice submitted by the Supplier: within 30 days of the date of the invoice; and in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract. | 18.1.1. | the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so; |
| | | 18.1.2. | the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; |
| | | 18.1.3. | the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; |
| | | 18.1.4. | a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party; |
| | | 18.1.5. | the other party (being an individual) is the subject of a bankruptcy petition or order; |
| | | 18.1.6. | a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; |
| | | 18.1.7. | an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); |
| | | 18.1.8. | the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; |

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| 18.1.9. | a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; | 20.3. | Severance. |
| 18.1.10. | an event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.1.2 to clause 18.1.9 (inclusive); | 20.3.1. | If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. |
| 18.1.11. | the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; | 20.3.2. | If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. |
| 18.1.12. | the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or | 20.4. | Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. |
| 18.1.13. | the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation. | 20.5. | Data Protection. |
| 18.2. | Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment. | 20.5.1. | Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). |
| 18.3. | Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 18.1.2 to clause 18.1.13, or the Supplier reasonably believes that the Customer is about to become subject to any of them. | 20.5.2. | The Supplier will process the Customer's personal data in accordance with its Privacy Policy, a copy of which is available at: https://www.bullproducts.co.uk/privacy-policy/ . |
| 18.4. | The Customer may terminate this Contract at any time, subject to a cancellation charge of 20% of the Contract Value (Cancellation Charge). The Cancellation Charge shall be payable to the Supplier within 7 days of the Customer exercising such right to cancel. | 20.6. | No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. |
| 18.5. | The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment. | 20.7. | Third Parties. A person who is not a party to the Contract shall not have any rights to enforce its terms. |
| 18.6. | On termination of the Contract for any reason: | 20.8. | Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier. |
| 18.6.1. | the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and, in respect of Services and/or Hire Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; | 20.9. | Governing Law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. |
| 18.6.2. | the Supplier's consent to the Customer's possession of the Equipment shall terminate and the Supplier may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and | 20.10. | Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). |
| 18.6.3. | the Customer shall immediately pay to the Supplier any costs and expenses incurred by the Supplier in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs); | | |
| 18.6.4. | the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and | | |
| 18.6.5. | clauses which expressly or by implication have effect after termination shall continue in full force and effect. | | |
| 18.7. | Upon termination of the Contract pursuant to clause 18.1, any other repudiation of the Contract by the Customer which is accepted by the Supplier or pursuant to clause 18.5, without prejudice to any other rights or remedies of the Supplier, the Customer shall pay to the Supplier on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, and (provided that the Rental Period exceeds one month) less a discount for accelerated payment at the percentage rate set out in the Payment Schedule. | | |
| 18.8. | The sums payable pursuant to clause 18.7 shall be agreed compensation for the Supplier's loss and shall be payable in addition to the sums payable pursuant to clauses 18.6.1 and 18.6.3. Such sums may be partly or wholly recovered from any Deposit. | | |
| 18.9. | Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry. | | |
| 19. | FORCE MAJEURE | | |
| 19.1. | For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, chemical attack or warfare (including, but not limited to, biological, industrial or commercial chemicals, whether toxic or non-toxic), compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors, or a contagious, communicable or other similar disease or an epidemic or pandemic including, but not limited to, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) which causes COVID-19, and in each case, any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affects the Supplier's performance of its obligations under this Contract. | | |
| 19.2. | The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, provided it has notified the Customer of the Force Majeure Event on or around the date on which it started and the likely effect of the Force Majeure Event on the Supplier's ability to perform any of its obligations under these Conditions. | | |
| 19.3. | If a Force Majeure Event is prevailing or predicted at the date of the Contract, the Supplier will be entitled to relief under clause 19.2 if at the date of this Contract, the Supplier had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event. | | |
| 19.4. | This clause 19 does not excuse the Customer from paying sums due under the Contract. | | |
| 19.5. | If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 16 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer. | | |
| 20. | GENERAL | | |
| 20.1. | Assignment and other dealings. | | |
| 20.1.1. | The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. | | |
| 20.1.2. | The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. | | |
| 20.2. | Notices. | | |
| 20.2.1. | Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail. | | |
| 20.2.2. | A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. | | |
| 20.2.3. | The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. | | |