

**TERMS AND CONDITIONS OF SALE**


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**1 DEFINITIONS**

- 1.1 In these Conditions the following terms shall have the meanings set out below:
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|--------------------------|---|
| "Company"                | IP Integration Ltd (Company No. 4210561)  |
| "Conditions"             | the standard terms and conditions relating to the sale of goods set out in this document and includes any special terms and conditions agreed in writing between the Customer and the Company |
| "Contract"               | the contract for the purchase and sale of the Goods   |
| "Customer"               | the person, firm or company who accepts a quotation from the Company for sale of Goods or for whose order for Goods is accepted by the Company  |
| "Goods"                  | the Products and/or any Specified Services, which the Company is to supply in accordance with these Conditions  |
| "Manufactured Products " | the hardware manufactured by the Company  |
| "Place of Use"           | that part of the Customer's premises at the Site where the Goods are to be provided   |
| "Products"               | the Manufactured Products and the Third Party Products  |
| "Site"                   | the address for delivery of the Goods   |
| "Specified Services"     | the installation and any other services agreed to be provided by the Company to the Customer and set out at Appendix 1  |
| "Third Party Products"   | third party manufactured hardware and software  |
| "Writing"                | includes facsimile transmission   |
- 1.2 In these Conditions:
- 1.2.1 reference to any statutory provision includes a reference to that provision as from time to time amended, extended or re-enacted;
- 1.2.2 words importing the singular include the plural and words importing persons include bodies corporate and unincorporated and (in each case) vice versa;
- 1.2.3 the headings of clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Reference in this Appendix to a clause shall be to a clause of this Appendix unless otherwise stated.

**2 GENERAL**

- 2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer within 30 days (or such other period as is specified in the quotation) of the date of such written quotation, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion to any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 2.2 No employee or agent of the Company has any authority to add to or vary these Conditions or to make any representation or warranty to the Customer unless such addition or variation or representation or warranty is in Writing and signed by a director or some other person authorised on behalf of the Company.
- 2.3 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company in relation to the Goods shall be subject to correction without any liability on the part of the Company.

**3 ORDERS AND SPECIFICATIONS**

- 3.1 All orders submitted by the Customer must be in writing and shall not be deemed to be accepted by the Company unless and until confirmed in writing by a director or some other person authorised on behalf of the Company. Verbal orders will only be deemed made if confirmed in Writing by the Customer within 7 days thereafter.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification or design) submitted by the Customer and for giving the Company any necessary information, materials and documentation relating to the Goods within sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The quantity and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order if accepted by the Company.
- 3.4 The Company reserves the right (but not so as to be obliged to do so) to make any changes in the specification or design of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Company's specification or design which do not materially affect their quality or performance of the Goods.
- 3.5 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Company as a result of cancellation.

**4 ALTERATIONS AND MODIFICATION**

- 4.1 Where the Customer instructs the Company to make some alteration or modification to the Goods, the Company will accept such instructions and use reasonable endeavours to carry the same out but on the following conditions:
- 4.1.1 The Company in following such instructions is deemed to have made no representation and gives no warranty as to whether the Goods can be altered or modified in accordance with the Customer's instructions;
- 4.1.2 The Goods that are altered or modified pursuant to the Customer's instructions are excluded from the warranties given by the Seller pursuant to these conditions and in respect of such Goods, the Company shall be under no liability to the Customer whatsoever;
- 4.1.3 The Company shall be under no liability to the Customer in respect of such alterations or modifications and the same shall be carried out entirely at the risk of the Customer;
- 4.1.4 Notwithstanding the fact that the Goods may prove to be defective following the alterations and modifications being carried out thereto, the Customer shall pay for the Goods pursuant to these conditions;
- 4.1.5 The Company shall be under no liability to the Customer in respect of the Goods if following the alterations or modifications being made to them, the Goods are not fit for the purpose the Customer intended to put the Goods to

**5 PRICE**

- 5.1 The price of the Goods shall be the Company's quoted price or where no price has been quoted (or if the quoted price is no longer valid) the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only (or such other period as is specified in the quotation) or until earlier acceptance by the Customer
- 5.2 The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, significant increase in the costs of labour, material or other costs of manufacture) any change in delivery dates, quantity or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions or any other cause attributable to the Customer
- 5.3 The price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to the Company.

**6 PAYMENT**

- 6.1 Subject to any special terms agreed in writing between the Customer and the Company the Company shall be entitled to payment from the Customer in line with the company's standard business terms which are 50% payable immediately on order, 35% payable immediately on delivery of the goods or Services and 15% on completion of supply of Goods or Services.
- 6.2 The Customer shall pay the price of the Goods unless otherwise agreed in writing by the Company on demand but in any case not later than 30 days from the date of the Company's invoice notwithstanding that delivery may not have taken place and that property in the Products has not passed to the Customer. The time for payment of the price shall be of the essence of the Contract.
- 6.3 If the Customer fails to make full payment (including any VAT payable) by the due date all of the Company's invoices rendered (or to be rendered) to the Customer (whether in respect of the Contract or any other Contract between the Company and the Customer) shall become immediately due and payable to the Company. Without prejudice to any other right or remedy available to the Company the Company shall be entitled to:-
- 6.3.1 cancel the Contract or suspend any further deliveries of Goods to the Customer;
- 6.3.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
- 6.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per annum above Barclays Bank Plc base rate per calendar month until payment in full is made.
- 6.4 The Customer shall pay the price for the Goods in full and without deduction or set off..
- 6.5 The Company reserves the right to refuse to execute any order if the arrangement for payment or the Customer's credit is not satisfactory to the Company.
- 6.6 All costs and expenses reasonably incurred by the Company in recovering monies due to it will be charged to and be payable by the Customer.

**7 PREPARATION OF THE PLACE OF USE**

- 7.1 Unless otherwise agreed between the Company and the Customer in Writing, the Customer shall at its own expense complete the preparation of the Place of Use in accordance with the Company's Written instructions on or before the date quoted for delivery of the Goods. Preparation of the Place of Use shall include (without limitation):-
- 7.1.1 provision and maintenance of an electricity supply suitably switched at any number of points specified by the Company;
- 7.1.2 provision and maintenance of telephone lines and any relevant connection charges;

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- 7.1.3 obtaining of any necessary third party consents, approvals, permits and licences necessary for the provision of the Specified Services;
- 7.1.4 the making of any structural alterations to the Site necessary;
- 7.1.5 linking of Products to telecommunications networks including purchasing and installing all equipment necessary to make such connection;
- 7.2 The Company shall not be liable for any loss or damage resulting from the breach by the Customer of its obligations under clause 6.1 above.

**8 INSTALLATION AND ACCEPTANCE**

- 8.1 The Specified Services will be provided only between the hours 9am and 5pm Monday to Friday excluding bank and other public.
- 8.2 The Company shall commence the Specified Services at the Place of Use on the date agreed between the Company and the Customer and shall inform the Customer when the Specified Services are completed.
- 8.3 The Customer shall accept (and in default shall be deemed to accept) the performance of the Specified Services by the Company upon the date the Company informs the Customer that the Specified Services are completed and subject to any tests or inspections pursuant to clause 10.

**9 DELIVERY**

- 9.1 Delivery of the Goods shall be made by the Company dispatching the Goods with delivery to the Customer at the delivery address notified to the Company at the time the Order is placed.
- 9.2 Any date quoted by the Company for delivery of the Goods is approximate only and the Company shall not be liable for any delay in delivery of the Goods caused by circumstances outside of its reasonable control and including without limitation those circumstances set out in clause 15.1 below. Time for delivery shall be of the essence of the Contract. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 9.3 If the Company fails to deliver the Goods (or any instalment) for any reason other than any clause beyond the Company's reasonable control or the Customer's fault and the Company is accordingly liable to the Customer, the Company's liability for any loss, damage or expense incurred or suffered by the Customer shall be limited to the price of the Goods not delivered.
- 9.4 Unless otherwise agreed in writing the Company reserves the right to deliver up to 2% more or less than the total number of items stated in the Customer's order and such delivery shall satisfy the sale order subject to an appropriate adjustment by the Company to the price payable for the Goods
- 9.5 Where the Goods are to be delivered by instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 9.6 If the Customer requests that delivery be delayed or fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery then without prejudice to any right or remedy available to the Company, the Company may invoice the Customer for the price of the Goods and store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage.; or
- 9.7 upon the expiration of 90 days from the original date of delivery sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract

**10 TESTS AND INSPECTION**

- 10.1 Unless otherwise agreed by the Company in Writing, in the event that special tests and inspections are required by the Customer in relation to the Products, the procedure for these shall be agreed in Writing by the Company and the Customer and shall be carried out at the Company's premises at the expense of the Customer. When any Products have been passed as satisfactory by an authorised representative of the Customer, the same shall be deemed to comply with the Company's obligations under the Contract in all respects and the Customer waives all and any claims thereafter that the Products are defective or unsatisfactory in any respect.
- 10.2 Unless otherwise agreed by the Company in Writing, the Company is entitled to benefit from all usual trade margins or tolerances.

**11 OBLIGATIONS OF THE CUSTOMER**

- 11.1 The Customer will:-
  - 11.1.1 permit the Company, its employees, agents or subcontractors to enter the Site at all reasonable times for the purpose of providing the Goods and perform its obligations under this Contract;
  - 11.1.2 provide the Company with notice of intended building works which may affect the Goods;
  - 11.1.3 promptly notify the Company in Writing of any defect in the Specified Services or any defect or loss or damage to the Products;
- 11.2 Where the Company is to provide maintenance services in relation to any Products sold to the Customer hereunder the Customer shall enter into a separate Maintenance Service Agreement with the Company.

**12 RISK AND PROPERTY**

- 12.1 Risk of damage to or loss of the Products shall pass to the Customer at the time of delivery.
- 12.2 Notwithstanding delivery and the passing of risk in the Products or any other provision of these Conditions, property in the Products shall not pass to the Customer until the Company has received in

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cash or cleared funds payment in full of the price for the Products and all other Goods agreed to be sold by the Company to the Customer for which payment is then due.

- 12.3 Until such time as the property in the Products passes to the Customer the Customer shall:-
- 12.3.1 hold the Products as the Company's fiduciary agent and bailee; and;
- 12.3.2 far as reasonably practicable keep the Products separate from those of the Customer and third parties and properly stored protected and insured and identified as the Company's property;
- 12.4 Notwithstanding that the Goods remain the property of the Company, the Customer may use the Goods in the ordinary course of the Customer's business at full market value for the account of the Customer. Until property in the Goods passes from the Company, the entire proceeds of sale or any insurance proceeds payable in respect of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 12.5 The Company shall be entitled to recover the invoice price (plus VAT) notwithstanding that property in any other Goods has not passed from the Company.
- 12.6 Until such times as the property in the Goods passes to the Customer and are still in existence, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, the Company shall be entitled upon reasonable notice to enter upon any premises of the Customer where the Goods are stored and repossess the Goods. In the event that the Goods are in the possession of a third party, the Customer shall use its reasonable endeavours to procure the consent and co-operation of such third party to facilitate the repossession of the Goods by the Company.
- 12.7 The Customer's right to possession of the Products shall cease if:-
- 12.7.1 the Customer has not paid for the Goods in full by the time by which payment is due under these conditions; or;
- 12.7.2 a bankruptcy or insolvency petition is presented in respect of the Customer or the Customer becomes bankrupt or insolvent or the Customer makes or intends to make a proposal for any arrangement or composition with the Customer's creditors; or;
- 12.7.3 a petition for an administration order or winding up order is presented in respect of the Customer or the Customer goes into liquidation whether compulsory or voluntary; or;
- 12.7.4 the Customer shall have a receiver or administrative receiver or manager appointed in respect of the whole or any part of the Customer's undertaking or property. On cessation of the Customer's right to possession of the Products in accordance with this condition the Customer shall at its own expense make the Products available to the Company and allow the Company to repossess them;
- 12.8 The Customer hereby grants the Company its agents and employees an irrevocable licence to enter any premises where the Products are stored or have been installed in order to repossess them or inspect them at any time.

**13 WARRANTIES**

- 13.1 The Company warrants to the Customer that:-
- 13.1.1 (except in relation to plastic moulding in respect of which no warranties are given) in relation to Products such Products will be free from defects for a period of twelve months from the date of delivery;
- 13.1.2 it will perform the Specified Services with reasonable care and skill;
- 13.1.3 it shall pass free and unencumbered title to any Goods supplied hereunder;
- 13.1.4 it is has full power and authority to enter into the Contract.
- 13.2 The above warranties are given by the Company subject to the following conditions:-
- 13.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
- 13.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, improper treatment, abnormal working conditions, (including but without limitation failure of third party services to the Site for any reason whatsoever) failure to follow the Company's or the Manufacturer's written instructions, , servicing faults, misuse, mechanical, chemical, electro-chemical, electrical, physical effects or alteration, interference or repair of the Goods without the Company's approval
- 13.2.3 the Company shall be under no liability under the above warranty, or any other warranty, condition or guarantee, if the total price for the Goods has not been paid by the due date for payment or if the Customer is in breach of any of its obligations under this Contract.
- 13.3 In the event that the Customer returns any Products to the Company under the terms of any warranty, the Customer shall be responsible for all costs and expenses of carriage relating thereto. Should any Products returned be found not to be in breach of warranty, such Products will be returned to the Customer by the Company with the Customer being responsible for all costs and expenses of carriage together with the Company's standard retest charge for Products as published from time to time.

**14 EXCLUSIONS OF LIABILITY**

- 14.1 Nothing in this Condition 14 shall exclude or restrict the Company's liability for death or personal injury caused by the Company's negligence or shall exclude or restrict the Company's liability for fraudulent misrepresentation or other fraud.

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- 14.2 Subject to Condition 14.1, except as expressly set out in this Contract, the Company gives no warranty as to the condition, satisfactory quality or fitness for any purpose of the Goods and all express and implied conditions and warranties are hereby excluded to the fullest extent allowed by the law.
- 14.3 Subject to Condition 14.1, the Company shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or duty of common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer, and/or the provision of the Specified Services except as expressly provided in these Conditions.
- 14.4 Subject to Condition 14.1, any claim by the Customer which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Customer) be notified to the Company within 20 days from the date of delivery or, where the defect was not apparent on initial inspection, within a reasonable time after discovery of the defect. If delivery is not refused and the Customer does not notify the Company accordingly the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect and the Customer shall be bound to pay the price of the Goods being delivered in accordance with the Contract.
- 14.5 Subject to Condition 14.1, where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Company in accordance with these Conditions the Company's liability shall be limited to repair or replacement of the Goods (or the part in question) and the Company shall have no further liability to the Customer.

**15 FORCE MAJEURE**

- 15.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control:-
- 15.1.1 act of God, explosion, flood, tempest, fire or accident;;
  - 15.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 15.1.3 acts, restrictions, regulations, bye-laws, prohibition or measures of any kind on the part of any governmental parliamentary or local authority;
  - 15.1.4 import or export regulations of embargoes;
  - 15.1.5 strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or any third party);;
  - 15.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - 15.1.7 power failure or break down in machinery.
  - 15.1.8 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 15.2 In circumstances such as those in clause 15.1, delivery shall be suspended, the Company shall be entitled to cancel or rescind the contract and shall not be liable for any loss or damage as a result of such cancellation or rescission. If the Goods cannot be delivered or collected within three months from the original delivery date, the Customer may, at its option, cancel the contract for the Goods (without liability to the Company), save that where the Goods have been specially obtained for the Customer and in the Company's reasonable opinion there is no readily available market for them, the Customer may not cancel the order and shall remain liable to pay the Company the full purchase price for the Goods.

**16 HEALTH AND SAFETY AT WORK**

- 16.1 The Customer shall be solely responsible for and shall indemnify and keep indemnified the Company against any loss, liability or expense arising directly or indirectly from use of the Goods other than in accordance with the uses to which a competent engineer would put goods of that description and specification or which may be contained in literature supplied by the Company..
- 16.2 It is a condition of any order that any information which may have been supplied by the Company about the use for which goods are designed and have been tested about the results of any relevant tests and about conditions necessary to ensure that Goods will be safe and without risk to health when properly used are publicised or displayed by the Customer and that specification of goods contained in trade categories or circulars are made known by the Customer to those persons who will use the Goods.

**17 TERMINATION**

- 17.1 Without prejudice to any other rights and remedies which the Company may possess, the Company shall be entitled by notice to the Customer to terminate this Contract and all the Company's outstanding obligations hereunder if:
- 17.1.1 the Customer is in arrears with any payment due hereunder for a period of 7 days or more; or
  - 17.1.2 the Customer provides materially inaccurate or misleading facts or information in connection with the Contract.
- 17.2 This Contract may also be terminated:-
- 17.2.1 Subject to Clause 12.6 forthwith by either party if the other commits any material breach of any term of this Contract which breach is either incapable of remedy or (if capable of remedy) is not remedied within 28 days of written notice having been given to remedy such breach;
  - 17.2.2 Either party provides materially inaccurate or misleading facts or information in connection with the Contract; or

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- 17.2.3 A bankruptcy or insolvency petition is presented in respect of either party or either party becomes bankrupt or insolvent or either party makes or intends to make a proposal for any arrangement or composition with the its creditors; or
  - 17.2.4 Petition for an administration order or winding up order is presented in respect of either party or either party goes into liquidation whether compulsory or voluntary; or
  - 17.2.5 Any execution or distress of seizure is levied on or sued out against any of the real or personal property of either party; or
  - 17.2.6 Either party shall have a receiver or administrative receiver or manager appointed in respect of the whole or any part of their undertaking or property; or
  - 17.2.7 Either party is unable to pay their debts
- 17.3 Upon termination under Condition 17.1 the Company shall be entitled to suspend any further deliveries of the Products or performance of Specified Services under the Contract without any liability to the Customer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 17.4 Any termination of this Contract pursuant to this Clause 12 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provisions hereof which it is expressly or by implication intended to come into or continue in force on or after such termination.

**18 INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 18.1 The Customer agrees that copyright in any drawings, prints, specifications and designs including any stored in a computer retrievable system produced by the Company shall remain the Company's property and may not be copied or made accessible to third parties in any way by the Customer without the prior written consent of the Company
- 18.2 Intellectual property rights existing in any tools made for the manufacture of the Products and provision of the Specified Services for any Customer shall remain the property of the Company notwithstanding that the Customer may have been charged with part of the cost of such manufacture.
- 18.3 If Products are supplied by the Company or Specified Services performed in accordance with a specification or design submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification or design.
- 18.4 Each party shall take all such steps as shall be necessary to protect all and any of their confidential information which comes into the other party's possession and without prejudice to the generality of the foregoing shall not copy or reproduce the same nor distribute, sell or disclose the contents of the same to any third party without the prior written consent of the other party.
- 18.5 Each party undertakes to the other to make its employees, agents and subcontractors aware of the provisions of these clauses 18.4 and 18.5 and to use its reasonable endeavours to ensure compliance by its said employees, agents and subcontractors with its obligations hereunder.
- 18.6 The Company agrees to fully indemnify the Customer and keep it fully indemnified at all times against all losses, liabilities, costs, including reasonable legal costs and expenses arising out of any infringement or alleged infringement of any intellectual property rights where such infringement or alleged infringement arises out of the use of the Goods.

**19 MISCELLANEOUS**

- 19.1 The Customer shall be responsible for compliance with all relevant laws and regulations and for obtaining and maintaining at its expense any import or export licences customs clearance exchange control consent or other authorisations and permits required in connection with the purchase of the Products.
- 19.2 The Company may perform its obligations hereunder through agents or subcontractors; the contract may be assigned by the Company but shall not be assigned by the Customer without the Company's prior written consent. References herein to the Company include references to any assignee of the Company's rights or obligations under this contract.
- 19.3 This Contract constitutes the entire agreement between the parties as to the matters to which it relates and supersedes all previous agreements between the parties and may only be varied by written agreement of the parties. All prior representations or statements made before this Contract was entered into and not expressly repeated in it are withdrawn and of no effect.
- 19.4 If any provision of this Contract is held by any Court or other competent authority to be void or unenforceable in whole or in part this Contract shall continue to be valid as to the remaining provisions.
- 19.5 A notice to be given hereunder by either party to the other may be served personally upon the other or by sending the same by pre-paid registered post addressed to the other party at its registered office. Any notice sent by registered post shall be deemed to be served on the date 3 days after posting and in proving such service it shall be sufficient to show the relevant receipt received upon posting.
- 19.6 This Contract and these conditions shall be governed by and construed in accordance with English law and both the Company and the Customer shall submit to the non exclusive jurisdiction of the English courts.
- 19.7 It is not intended that any third party should be entitled to enforce terms of this agreement (unless otherwise expressly so provided) purely by virtue of the Contracts (Rights of Third Parties) Act 1999<END>