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TERMS AND CONDITIONS OF SALE AND MAINTENANCE

1 DEFINITIONS

- 1.1 "the Company" means **Menovation UK Limited** or any agents acting on its behalf.
- 1.2 "the Commencement Date" means the date that the MS Services commence, as set out in the Customer's order.
- 1.3 "these Conditions" means the conditions of sale and maintenance set out in this document and any special terms or conditions agreed in writing by the Company.
- 1.4 "the Contract" means the contract for the purchase and sale of the Goods and the MS Services (if applicable), incorporating these Conditions.
- 1.5 "the Customer" means the person whose order is accepted by the Company.
- 1.6 "the Goods" means temperature control measurement hardware and software ordered by the Customer.
- 1.7 "the Installation" means the installation, fitting and commissioning of the Goods at Premises.
- 1.8 "the Maintenance and Support Fee" means the fee payable by the Customer for the MS Services on an annual basis.
- 1.9 "the MS Services" means the maintenance and support services for the Goods which the Company can render at the Customer's election upon payment of the Maintenance and Support Fee.
- 1.10 "the MS Service Levels" means the Gold, Silver and Bronze maintenance and support levels provided by the Company in respect of the Goods.
- 1.11 "the Premises" shall mean the premises where the Goods will be delivered, installed and where the MS Services will be rendered, as designated by the Customer in the order.

2 CONTRACT BASIS

- 2.1 The Company will sell and the Customer will purchase the Goods and the Company will render the MS Services in accordance with any written order of the Customer which is accepted by the Company, subject to these Conditions.
- 2.2 The Contract will be deemed to incorporate these Conditions, which shall prevail over any terms and conditions stipulated by the Customer in an order form, confirmation of order, specification or other form of communication from the Customer.
- 2.3 These Conditions and the terms of any order represent the entire agreement between the Customer and the Company and supersede all prior representations and undertakings.
- 2.4 No alteration, addition or consensual cancellation of these Conditions or of any order shall be of any force or effect unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of the Company.

3 QUOTATION AND ORDERS

3.1 Unless otherwise stated, all quotations issued by the Company to the Customer are valid for acceptance for 30 days or earlier, failing which they will lapse. Any lapsed quotation must be reconfirmed by the Company prior to an order being accepted.

3.2 The Company's quotation does not include any electrical wiring, building works, making good, materials or services not specifically set out in the quotation and insurances relating thereto.

3.3 The Company's quotation includes the Installation.

3.4 The Company shall be entitled to withdraw or amend quotations either in whole or in part at any time until the Customer's order has been accepted by the Company in writing.

3.5 All orders or variations to orders placed by the Customer will be binding and subject to these Conditions once they have been accepted by the Company in writing and may not be cancelled without the Company's prior written agreement. The Company is not bound by any variation to any order unless such variation is set out in writing and signed by an authorised representative of the Company.

3.6 A binding and enforceable Contract will come into existence upon written acceptance by the Company of the Customer's order, and each order so accepted shall constitute a separate legally binding Contract between the Company and the Customer.

3.7 Once the order has been accepted by the Company, the Customer is not entitled to cancel such order except with the written consent of the Company and subject to the Customer reimbursing the Company in full for any loss, damage, expenses and charges incurred by the Company as a result of such cancellation.

3.8 The Customer is responsible for ensuring that the Goods ordered are suitable for the purposes of their intended use and for the accuracy of any order it submits to the Company.

3.9 In order to comply with any applicable safety and/or statutory specifications, the Company is entitled to modify the Goods.

4 DESCRIPTION OF GOODS

All drawings, specifications, descriptive matter and advertising produced by the Company as well as any descriptions, illustrations, specifications, dimensions, drawings and the like set out in the Company's catalogues, brochures or on the website are issued or published for the sole purpose of providing Customers with a general idea of the Goods and do not form part of the Contract.

5 PRICES

5.1 The Company's price as set out in any quotation shall be the price of the Goods. Unless expressly stated in the quotation, the quotation does not include the cost of site completion, Goods preparation and removal or old material or apparatus.

5.2 Any orders accepted by the Company shall be accepted at the price set out at the date of such order.

5.3 The Company shall be entitled to charge the Customer an additional charge for any additional items ordered but not specified in the quotation.

5.4 Invoices shall be issued for the number of Goods delivered to the Customer notwithstanding the fact that such number may differ from the quotation issued by the Company.

5.5 The Company reserves the right, by giving the Customer written notice at any time prior to the delivery of the Goods, to increase the price of the Goods resulting from, including but not limited to, an increase in the price of labour, parts, materials and transport. Where possible, the Company will provide the Customer with 30 days notice of any price changes, but in any event, as soon as reasonably possible.

5.6 In the event of the Company incurring any additional costs due to, inter alia, overtime work, suspension of work, lack of instructions, abortive deliveries and lack of necessary permissions and consents for the installation of the Goods being obtained by the Customer, such additional costs shall be added to the Contract price, for which the Customer shall be liable.

5.7 All prices are exclusive of value added tax (VAT). The Customer shall be required to provide the Company with information on its VAT status in order to accurately determine the Customer's VAT obligations. The Customer shall reimburse the Company in the event of the Company incurring interest, penalties and/or legal costs due to the Customer providing incorrect information on its VAT status.

6 PAYMENT

6.1 Unless otherwise agreed in advance in writing, the Company shall invoice the Customer in respect of the quoted price in two equal parts, with time being of the essence in respect of payment:

6.1.1 upon the order being placed by the Customer to be paid prior to installation, but in any event, within 30 days of the date of invoice; and

6.1.2 upon delivery of the Goods to the Customer to be paid prior to commissioning, but in any event, within 30 days of the date of invoice.

6.2 In the event that the Customer fails to pay the full invoiced price within 30 days of the date of invoice, then the Company shall be entitled to cancel the Contract or suspend any service to the Customer until it has been paid.

6.3 Interest on overdue invoices will be payable by the Customer, before as well as after judgment, on a daily basis at an annual rate of 5% above HSBC Bank plc base lending rate from time to time.

6.4 No payment shall be deemed to have been received until the Company has received cleared funds from the Customer.

6.5 If a discount is given, VAT is calculated on the discounted price.

6.6 All payments due by the Customer in terms of the Contract shall be made free of set-off, bank exchange, commission, counterclaim, discount or any other deduction, unless the Customer presents the Company with a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

6.7 The Customer is not entitled to withhold or delay any payment due by reason of any actual or alleged defect, irrespective of whether such defect is the subject of any claim.

7 DELIVERY OF GOODS

7.1 Delivery will take place at the Premises specified by the Customer in writing as evidenced by the Customer's signature on the delivery note issued by the Company.

7.2 The Company reserves the right to make deliveries in installments and in any sequence.

7.3 Delivery dates provided by the Company are given in good faith but are business estimates only and are not guaranteed. The Company is not liable for any loss or damage suffered by the Customer as a result of the Company's failure to comply with such delivery times.

7.4 The Company reserves the right to appoint any sub-contractors in respect of a portion or all of the Goods to be delivered and the Installation.

7.5 The Company shall be entitled in its sole discretion to split the delivery of the Goods and the implementation of the Installation ordered in the quantities and on the dates it decides.

7.6 In the event of the Customer refusing or failing to accept any delivery, the Company reserves the right to invoice the Customer in respect of the balance remaining undelivered, with payment becoming due immediately, and the Company shall be entitled to charge reasonable storage costs to the Customer, the Goods being held at the Customer's risk.

7.7 The Company shall be entitled to suspend or delay delivery of the Goods in whole or in part, without incurring liability, for a reasonable time in the event of:

7.7.1 damage to or destruction of the whole or part of the Goods;

7.7.2 non-delivery by the Company's suppliers;

7.7.3 the occurrence of any event, circumstance, omission or Act of God beyond the reasonable control of the Company, including but not limited to, Act of God, strikes, lock-outs, labour shortages, war, machinery breakdown, inability to obtain suitable material, equipment, components or transportation, import or export regulations; and

7.7.4 the Customer failing to provide the Company with the labour and equipment required to implement the Installation or such labour and equipment not being ready at the time agreed with the Customer for the Installation.

8 INSTALLATION AND ACCEPTANCE

8.1 The Company shall commence installation of the Goods at the Premises on delivery or at another date to be agreed with the Customer and shall inform the Customer when such installation is completed. The Company shall implement the Installation in a proper and workmanlike manner and to the best of its ability, but shall not be liable for any damage caused to persons or property in or about the Premises due to reasons beyond the control of the Company or its sub-contractors.

8.2 The Customer shall accept (and in default shall be deemed to have accepted) the Goods upon the date the Company informs it that the Installation has been completed.

8.3 Upon delivery, the Customer shall make available to the Company, free of charge and in accordance with the specifications and time stipulations of the Company, such labour and equipment as the Company shall have specified in writing prior to delivery and which it shall reasonably require to perform its duties in terms of the Contract, including but not limited to the provision of an operational electrical power supply at the Premises and electrical power points. The Customer shall also ensure that any work requirements and specifications set out in writing by the Company have been complied with in a timely and satisfactory manner prior to the Installation.

8.4 The Customer shall ensure that current United Kingdom, European Directives and Harmonised Standards, particularly in regard to electromagnetic compatibility and product disposal instructions, are complied with in regard to the Installation and thereafter.

8.5 The Customer shall appoint a representative on its behalf and shall ensure that such representative attends all meetings with the Company representatives and/or sub-contractors.

8.6 The Customer shall be liable for any costs incurred by the Company arising from the failure of the Customer to comply with its obligations set out herein.

8.7 In the event of the Customer, its representatives or agents implementing the Installation incorrectly, the Customer shall be obliged to repair any faults arising from such installation at its own cost, and the Company shall incur no liability to the Customer therefor.

8.8 The Customer shall allow the Company including its employees, agents and sub-contractors such reasonable access to the Premises where the Goods are delivered as it shall from time to time require to perform its obligations under the Contract.

8.9 The Customer shall not deface or remove the distinctive logos and trademarks of the Company attached or applied to the Goods installed at the Premises.

9 TITLE AND RISK

9.1 Title to the Goods remains with the Company until the purchase price of the Goods has been paid in full by the Customer, save that title in software shall at all times remain vested in the Company or its licensor, and the Customer's rights shall be governed by the terms of any license relating to such software.

9.2 Risk in the Goods shall pass to the Customer upon delivery having been effected. The Customer shall insure the Goods against loss and damage and in the event of loss or damage to the Goods occurring prior to the passing of title to the Customer, the Customer shall hold the proceeds of such insurance claim in trust for the Company.

9.3 The Customer's right to possession of the Goods shall cease if the Customer fails to pay for the Goods in full on or before the date specified in the invoice, or the Customer is declared bankrupt, makes any proposal to the Customer's creditors for compensation or if a receiver, liquidator or administrator is appointed to manage the Customer's business. In such event, upon request from the Company, the Customer shall at its own expense deliver up the Goods to the Company. If the Customer fails to do so, the Company shall be entitled to enter the Premises where the Goods are stored or kept and repossess and dismantle them, without incurring any liability for loss or damage to the Premises whilst effecting the dismantling of the Goods.

10 GOODS' WARRANTY

10.1 The Company warrants that the Goods will be free of defects in material and workmanship for a period of 12 months from the date of delivery, subject to the following conditions:

10.1.1 the warranty does not apply to wear and tear, defects in the Goods caused by or arising from any specification, drawing or design provided by the Customer, damage (whether intentional or negligent), misuse, alteration or repair of the Goods without the Company's approval in writing, if the Goods have been disassembled, partly used or the seals or labels have been removed or tampered with, failure to use the Goods in accordance with the Company's specifications, if the Goods have been used for any purpose other than that for which they are intended or if the Goods have been installed by any person other than the Company or its authorised representatives;

10.1.2 the warranty does not extend to the software, which is supplied on and subject to the terms and conditions of warranties and licenses of the original manufacturers and/or licensors and the Customer shall only be entitled to receive the benefit of any such warranty, guarantee or indemnity provided by the manufacturer and/or licensor to the Company ; and

10.1.3 the warranty will not apply unless and until the purchase price for the Goods has been paid in full.

10.2 Except as otherwise expressly provided, and except where the Customer deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law in regard to the sale of the Goods are excluded to the fullest extent permitted by law.

10.3 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

10.4 The Customer shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty and the Company shall, as soon as it is reasonably able, investigate any alleged breach of the warranty set out in clause 10.1. In the event of the Company having breached the warranty, the Company shall remedy such breach free of charge by repairing or replacing the Goods or component parts thereof, or refunding the Customer the price of the Goods or a proportionate amount thereof, as it in its absolute discretion shall deem fit. The remedies set out herein are the Customer's sole remedies in respect of any breach of such warranty and the Company shall incur no further liability to the Customer.

10.5 Any Goods or component parts of the Goods replaced by the Company pursuant to clause 10.3 shall upon replacement become the property of the Company and the Customer warrants that its title to such replaced Goods shall be free and unencumbered or that it shall have all the necessary consents and authorities to part with possession of the replaced equipment.

11 MS SERVICES

11.1 Provision of MS Services

11.1.1 In consideration of the payment by the Customer to the Company from time to time of the annual Maintenance and Support Fee in accordance with the Contract and the Customer's order, the Company will provide the MS Services on the Goods at the Premises set out in the order and subject to these Conditions.

11.1.2 The MS Services will commence on the Commencement Date and will continue for a minimum term of one year or such other initial term as may be agreed in writing between the parties (the "Initial Term"). Thereafter, upon request by the Customer and subject to written consent from the Company, the Contract may be renewed for further consecutive one year terms (each a "Renewal Term") on the current terms and conditions of sale and maintenance of the

Company and at the then current published price of a new Contract. The Company shall invoice the Customer in the calendar month prior to renewal of the Contract and the Customer will ensure that the invoice shall be paid upon the due date. Under no circumstances will the Company be liable to provide the MS Services if any monies due under the Contract are overdue. The Contract cannot be terminated during the Initial Term or any Renewal Term and no refund will be due or payable to the Customer in the event of termination of the Contract.

11.2 Quotation and Order

11.2.1 In the event of the Customer requesting the Company to provide the MS Services for the Goods or parts thereof, the Customer shall provide with Company with its requirements for the MS Services, including but not limited

to, the MS Services Level required, and the Company shall provide the Customer with a quotation based upon the Customer's requirements.

11.2.2 Subject to the provisions of clause 3 of these Conditions, any subsequent order by the Customer accepted in writing by the Company shall appoint the Company to provide the MS Services for the Goods or parts thereof on an exclusive basis from the date of acceptance of the order by the Company until the termination date set out in the order.

11.2.3 The scope of the MS Services as set out in the Customer's order shall constitute a legally binding contract between the Company and the Customer, subject to any limitations or exclusions provided for in these Conditions or agreed otherwise in writing between the parties from time to time.

11.2.4 The Customer shall have the right to change the MS Services Level it requires from time to time, with the written consent of the Company and upon payment of the adjusted Maintenance and Support Fee.

11.3 Excluded MS Services

The MS Services shall not include:

11.3.1 electrical and communication cable work external to the Goods and not installed by the Company;

11.3.2 MS Services as a result of damage due to power fluctuations or lightning strikes;

11.3.3 MS Services –

11.3.3.1 as a result of malicious damage, misuse or negligence by the Customer, its employees, agents, contractors or anyone on the Premises, irrespective of the Goods' location;

11.3.3.2 due to the Goods being modified, maintained or attempts being made to so do by someone other than the Company personnel;

11.3.3.3 as a result of damage caused by furnishing accessories or supplies, painting or refurbishing the Goods;

11.3.3.4 as a result of cable damage due to moving or renovating;

11.3.3.5 any accident or disaster affecting the Goods, including without limitation, fire, flood, water, wind, lightning, transportation, vandalism or burglary;

11.3.3.6 as a result of the Customer's failure to maintain a suitable environment for the Goods at the Site in accordance with the Company's or the Goods' manufacturers' written specifications therefor, including but not limited to a failure to maintain a constant or uninterrupted power supply, air conditioning or humidity control;

11.3.4 resolution of service disruptions due to factors beyond the Company's direct areas of responsibility;

11.3.5 data loss as a result of lack of virus protection and/or due to storage medium failure;

11.3.6 network related problems caused by equipment not included in the Contract or configuration problems not under the control of the Company;

11.3.7 the relocation or transportation of the Goods;

11.3.8 the Customer's failure, inability or refusal to provide the Company's personnel with access to the Premises; and

11.3.9 the provision of supplies for use in association with the Goods.

11.4 Maintenance and Support Fee

11.4.1 The Maintenance and Support Fee payable by the Customer is as set out in the order and may be amended from time to time and in accordance with the Contract.

11.4.2 The Customer shall pay to the Company the Maintenance and Support Fee after the Company has submitted an invoice to the Customer, which payment will be made within 30 (thirty) days from date of invoice, with time being of the essence in respect of payment.

11.4.3 The Company shall be entitled to increase the MS Services fees upon written notice to the Customer, if there is any increase in current costs of labour and of transport conforming to statutory and official obligations and upon current rates of exchange and sales and custom duties, irrespective of the cause of the increases, provided that it shall not increase such costs for a period of 12 (twelve) months from the date the order is accepted in writing by the Company and it shall not escalate costs more than once in any 12 (twelve) month period.

11.4.4 In the event that the Customer fails to pay the full invoiced price within 30 days of the date of invoice, then the Company shall be entitled to cancel the Contract or suspend the MS Services to the Customer until it has been paid.

11.4.5 Interest on overdue invoices will be payable by the Customer, before as well as after judgment, on a daily basis at an annual rate of 5% above HSBC Bank plc base lending rate from time to time.

11.4.6 No payment shall be deemed to have been received until the Company has received cleared funds from the Customer.

11.4.7 If a discount is given, VAT is calculated on the discounted price.

11.4.8 All payments due by the Customer in terms of the Contract shall be made free of set-off, bank exchange, commission, counterclaim, discount or any other deduction, unless the Customer presents the Company with a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

11.4.9 The Customer is not entitled to withhold or delay any payment due by reason of any actual or alleged defect, irrespective of whether such defect is the subject of any claim.

11.5 Customer Obligations

The Customer shall:

11.5.1 keep the Goods' environment in accordance with the Company's specifications and free of dust, dirt and water leakage;

11.5.2 provide the Company with full access to the Goods to enable the Company to render the MS Services, and acknowledges that if such full access is not granted to the Company, the Company shall not be liable to provide the MS Services;

11.5.3 to make available at the Site such facilities as the Company may reasonably require in order to discharge its obligations under the Contract;

11.5.4 to take all reasonable precautions to protect the health and safety of the Company's employees, agents and sub-contractors whilst at the Premises;

11.5.5 report all failures of the Goods to the Company promptly;

11.5.6 perform basic diagnostic tests to isolate the fault before initiating a fault call to the Company;

11.5.7 not permit any work to be carried out to eliminate faults or to alter the physical or software configuration of the Goods by any person other than the Company or its duly authorised agents;

11.5.8 keep a record of network configurations and any other specialised information that pertain to any software used by the Customer and this shall be made available on request to the Company;

11.5.9 protect the integrity of data from viruses; and

11.5.10 to make the Goods available and supply all documentation or other necessary information to enable the Company to diagnose any fault in the Goods.

11.6 MS Services Warranty

11.6.1 The Company warrants that the MS Services shall be rendered with the necessary diligence, care and skill as may be reasonably expected by the Customer having due regard to the nature of the MS services, subject to the conditions that:

11.6.1.1 such warranty will not apply to the Excluded MS Services as set out in clause 11.3 of these Conditions; and

11.6.1.2 the Company does not warrant that the MS Services or any of the Excluded MS Services will cause the Goods to operate without interruption or error.

11.6.2 Subject to the foregoing, all warranties, conditions or other terms implied by statute or common law in regard to the performance of the MS Services or Excluded MS Services are excluded to the fullest extent permitted by law.

11.6.3 The Customer shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty and the Company shall, as soon as it is reasonably able, investigate any alleged breach of the warranty set out in clause 11.6.1. In the event of the Company having breached the warranty, the Company shall remedy such breach free of charge by rendering such MS Services as may be reasonably required to remedy such breach, or refunding the Customer the price of the MS Services or a proportionate amount thereof, as it in its absolute discretion shall deem fit. The remedies set out herein are the Customer's sole remedies in respect of any breach of such warranty and the Company shall incur no further liability to the Customer.

12 LIMITATION OF LIABILITY

12.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not under any circumstances be liable to the Customer by reason of any representation, implied warranty, conditions or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, consequential or special loss or damage (including but not limited to loss of profit, business opportunity (contracts or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) arising out of or in connection with the supply of the Goods, or their use or resale by the Customer, or otherwise.

12.2 Except as may otherwise be expressly provided, the Company's entire liability arising under or in connection with the sale of the Goods to the Customer, whether arising in contract, tort (including negligence) or otherwise shall not under any circumstances, save as set out in clause 12.1, exceed the aggregate price payable by the Customer for the Goods.

12.3 Except as may otherwise be expressly provided, the Company's entire liability arising under or in connection with the rendering of the MS Services shall be limited to damages of an amount equal to the aggregate of the Maintenance and Support Fee for the 12 (twelve) months immediately preceding the date on which the Company's liability arose.

13 BREACH OF CONTRACT

13.1 If the Customer commits a breach of any of the terms of the Contract, the Company shall be entitled, after giving the Customer 7 (seven) days written notice to remedy such breach and the Customer fails to do so, to cancel the Contract and invoice the Customer in respect of any services performed or expenses incurred by the Company in performing its obligations and the Customer shall be obliged to pay any such invoice rendered in accordance with the applicable terms of the Contract.

13.2 In the event that the Customer makes a voluntary composition or arrangement with its creditors; or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or if a resolution for the winding up of the Customer is passed or a court makes an order to that effect; or the Customer ceases, or threatens to cease, to carry on business or the Company reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly, then the Company shall be entitled, without prejudice to any other rights which it may have and at its option, to cancel the Contract or withhold any further deliveries or suspend the provision of MS Services or other services without incurring liability to the Customer. The price of delivered Goods not yet paid for by the Customer shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

14 FORCE MAJEURE

14.1 In no event will the Company be liable to the Customer for any loss or damage caused by the delay or failure in performance of any of its obligations under the Contract where such delay or failure in performance is caused directly or indirectly by any event beyond the reasonable control of the Company, including but not limited to Acts of God, war, insurrection, riot, boycott, government or parliamentary prohibitions or enactments, import or export regulations, fire, flood, casualty, epidemic, strikes, lock-outs, cessation of labour, labour or civil disturbances, destruction or shut-down of production facilities, shortage, curtailment, delay or disruption to transportation, interruption of electrical power or services, interruption of communication services, breakdowns or accidents, delay or difficulties in obtaining labour or materials and financial requirements or manufacturing limitations imposed by third party manufacturers or suppliers.

14.2 In the event of the Company being delayed or unable to perform its obligations due to the circumstances set out in clause 14.1, the Company shall be entitled to cancel or suspend the Contract without incurring any liability for any loss or damage to the Customer caused thereby, and the Company shall be entitled to recover all monies owing to it in respect of deliveries made or services performed prior to any such delay or failure to perform.

15 CONFIDENTIALITY

During the term of the Contract, the Company may be provided with confidential information regarding the Customer's business. The Company undertakes that it will not disclose any information regarding the Customer's business, or computer systems to any third party, without the Customer's prior consent.

16 GENERAL

16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Such notice shall be sent either by facsimile transmission or by first class prepaid registered or recorded delivery letter post and shall be deemed to have been given on the date of such facsimile transmission or on the day following that on which the notice was posted.

16.2 If any provision of these Conditions is held by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

16.3 Any waiver by the Company of any breach of, or any default under, any provision of these Conditions will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions.

16.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.

16.5 The Company shall be entitled to assign the Contract without the consent of the Customer, whereas the Customer shall not be entitled to assign the Contract without the prior written consent of the Company.

16.6 The Contract is governed by and construed in accordance with the laws of England and Wales, and the parties submit the resolution of any dispute to the exclusive jurisdiction of the courts of England and Wales.