

1. Interpretation

These terms and conditions apply where a Customer places an Order for Goods and/or Services with USystems.

1.1 In these Conditions, the following definitions and rules of interpretation apply:

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

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract: the contract between USystems and the Customer for the supply of Goods and/or Services in accordance with these Conditions and including any terms and conditions contained in USystems' written quotation.

Customer: the person or firm who purchases the Goods and/or Services from USystems.

Deliverables: the deliverables set out in the Order.

Delivery Location: USystems' premises at Systems House, 235 Ampt Hill Road, Bedford MK42 9QG.

Force Majeure Event: has the meaning given to it in clause 16.1(a).

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 USystems.

Incoterm: Ex Works (EXW) rules applicable to carriage under The Incoterms® Rules 2020 published by The International Chamber of Commerce on 1 January 2020.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's order placed pursuant to USystems's quotation, as the case may be.

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

Service Specification: the description or specification for the Services provided in writing by USystems to the Customer.

USystems: USystems Limited (a company registered in England and Wales with company number 04616025).

USystems Agent: both of (a) USystems, Inc. a Domestic For-Profit Corporation registered in The State of Texas, United States with File Number 803302867 and (b) 18MC Global PCT T/A USystems India a company registered in India at 109 Vella Street III Floor Purawsalkam Chennai 600084 with company registration U31909TN2021FTC141191.

USystems Materials: has the meaning set out in clause 9.1(g).

1.2 In these Conditions, the following rules apply:

a) a person includes a natural person, corporate or

unincorporated body (whether or not having separate legal personality);

b) a reference to a party includes its personal representatives, successors or permitted assigns;

c) 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;

d) Any words following 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

e) a reference to writing or written includes faxes and e-mails.

2. Basis of Contract

2.1 No order (including any Order) or contract shall be made between the Customer and USystems Agent. Any communication made to or by USystems Agent will not form a legally binding contract between USystems Agent, USystems, the Customer or any other party.

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

2.3 The Order shall only be deemed to be accepted when USystems issues written acceptance of the Order or, if earlier, USystems delivers the Goods, at which point and on which date the Contract shall come into existence (Commencement Date).

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

2.5 Any samples, drawings, descriptive matter or advertising issued by USystems and any descriptions of the Goods or illustrations or descriptions of the Services contained in USystems' 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. The Customer shall be responsible to USystems for ensuring the accuracy of the terms of any order (including any applicable specifications or directions) submitted by the Customer, and for giving USystems any necessary information relating to the Goods and / or the Services within a sufficient time to enable USystems to perform the Contract in accordance with its terms.

2.6 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.

2.7 Any quotation given by USystems shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

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

2.9 The Customer may not cancel any Order which has been accepted by USystems without the prior written consent of USystems. Without prejudice to the foregoing and any other remedies available to USystems, if the Customer purports to cancel or terminate this Contract, the Customer shall indemnify USystems on demand against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, damages charges, expenses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by USystems as a result of cancellation. For the avoidance of doubt this includes but is not limited to:

a) the cost of all labour and materials used;

b) third party goods and services that have been ordered prior to the date that the Customer purports to cancel or terminate the Contract or such third party goods and services which USystems is unable to cancel;

- c) costs, charges, expenses, fees, penalties or otherwise that USystems incurs as a result of and/or to effect cancellation or termination.
- 2.10** To the extent that the supply of Goods and Services by USystems requires preparation activities to be undertaken in respect of the site where the Goods are to be installed or the Services performed, the Customer shall, at its own cost, prepare the installation site in accordance with the specifications supplied by USystems, including, without limitation, the provision of such facilities and equipment and carry out such works to prepare the Installation Site as may be necessary to enable USystems to install the Goods. If the Customer fails to prepare the installation site and/or fails to provide such facilities and equipment referred to in clause 2.1 above, the Customer shall indemnify USystems for all costs and charges (including storage and transportation costs) incurred by USystems as a result of such failure.
- 3. Goods**
- 3.1** The Goods are described in USystems's catalogue 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 USystems 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 reasonable professional costs and expenses) suffered or incurred by USystems in connection with any claim made against USystems for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with USystems's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3** USystems reserves the right to amend the specification of the Goods and/or the Goods Specification if required by any applicable statutory or regulatory requirements.
- 4. Delivery of Goods**
- 4.1** Delivery of Goods shall be to the Delivery Location unless expressly agreed in writing by USystems. Unless specified in the Order to the contrary, where USystems agrees to deliver the Goods to a location other than the Delivery Location delivery shall be in accordance with the Incoterm to such agreed location and in addition the following provisions shall apply:
- a) all costs of carriage, loading, unloading and insurance and any export or import duties and licences and any other costs incurred by USystems shall be borne by the Customer;
 - b) if, in USystems' reasonable opinion, special packaging beyond the standard packaging provided by USystems is required, the Customer shall reimburse USystems for the costs of such packaging;
 - c) USystems shall not be liable for any damage incurred during transit, howsoever caused;
 - d) USystems shall use its preferred carrier unless the Customer specifies otherwise in Writing;
 - e) USystems' carrier shall provide insurance cover for the Goods equal to the value of the Goods and such insurance premium shall be payable by the Customer in accordance with the provisions of clauses 4.3;
 - f) the Customer shall be responsible to make such additional insurance arrangements as it deems appropriate and neither the carrier nor USystems shall be liable if such cover is inadequate;
 - g) the Customer shall provide USystems its employees, agents, consultants, subcontractors or third party carriers with access to the delivery location with any other requirements required by USystems including but not limited to:
 - Appropriate vehicles
 - pre-booked delivery time slots
 - ensuring height restrictions are overcome
 - permits.
 - h) unless otherwise agreed the Customer shall be responsible for obtaining any export and/or import licences or other consents and shall make such items available to USystems prior to the relevant shipment.
- In the event that any of the provisions in this clause 4 conflict with the Incoterm, the provisions of this clause 4 shall prevail.
- 4.2** Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location and prior to the off-loading of the Goods at the Delivery Location which shall be the Customer's responsibility.
- 4.3** Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. USystems shall not be liable for any delay in delivery of the Goods including any delay that is caused by a Force Majeure Event or the Customer's failure to provide USystems with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4** If USystems 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. USystems shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, or the Customer's failure to provide USystems with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.5** If the Customer fails to accept or take delivery of the Goods within three (3) days of USystems notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by USystems's failure to comply with its obligations under the Contract in respect of the Goods:
- a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fourth day following the day on which USystems notified the Customer that the Goods were ready; and
 - b) USystems shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6** If ten (10) days after USystems notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, USystems 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.
- 4.7** USystems 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.
- 5. Quality of Goods**
- 5.1** USystems warrants that on delivery the Goods shall, and in respect of those Goods manufactured by USystems, USystems warrants for a period of 12 months from the date of delivery that the Goods shall (Warranty Period):
- a) conform in all material respects with their description and any applicable Goods Specification;
 - b) be free from material defects in design, material and workmanship;
 - c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - d) be fit for any purpose held out by USystems.
- 5.2** Subject to clause 5.3, if:
- a) the Customer gives notice in writing to USystems during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - b) USystems is given a reasonable opportunity of examining such Goods; and
 - c) the Customer (if asked to do so by USystems) returns such Goods to USystems' place of business,
 - d) USystems shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 5.3** USystems shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- a)** the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - b)** the defect arises because the Customer failed to follow USystems's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - c)** the defect arises as a result of USystems following any drawing, design or Goods Specification supplied by the Customer;
 - d)** the Customer alters or repairs such Goods without the written consent of USystems;
 - e)** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - f)** the Goods differ from their description and/or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, USystems shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by USystems under clause 5.2.

6. Returning Goods

6.1 If the Customer wishes to return or exchange Goods for any reason not covered by the warranty set out in clause 5.1, then the Customer may only do so with the prior written agreement of USystems which may be granted or withheld at USystems' absolute discretion. Subject to USystems' agreement, Goods being returned under this clause 6 shall only be accepted by USystems if accompanied by a goods' return note, which shall be issued by USystems to signify agreement to the return, and in good repair and condition or if the Goods are damaged subject to payment by the Customer for any necessary repair works. Where the Customer wishes to return or exchange Goods for any reason not covered by the warranty set out in clause 5.1, USystems shall charge the Customer a minimum re-stocking fee equivalent to 30% of the price of the Goods. The Customer is responsible for any costs incurred in returning Goods to USystems and for the risk in the Goods until received by USystems.

7. Title And Risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

- a)** USystems has received payment in full (in cash or cleared funds) for:
 - the Goods; and
 - any other goods that USystems has supplied to the Customer in respect of which payment has become due; or
- b)** USystems electing to transfer title in the Goods to the Customer.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a)** hold the Goods on a fiduciary basis as USystems's bailee;
- b)** store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as USystems's property;
- c)** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- d)** maintain the Goods in satisfactory condition;
- e)** keep them insured against all risks for their full price on USystems's behalf from the date of delivery;
- f)** notify USystems immediately if it becomes subject to any of the events listed in clause 14.1(a) to clause 14.1(k); and
- g)** give USystems such information relating to the Goods as USystems may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed

in clause 14.1(a) to clause 14.1(c), or USystems reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy USystems may have, USystems may at any time require the Customer to deliver up the Goods and, 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. The Customer shall indemnify USystems for all costs and expenses (including but not limited to carriage costs, licences and insurances) incurred to recover the Goods.

8. Supply of Services

8.1 USystems shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

8.2 USystems shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 USystems shall have the right to make any changes to the Services 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 USystems shall notify the Customer in any such event.

8.4 USystems warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Customer's Obligations

9.1 The Customer shall:

- a)** ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
- b)** co-operate with USystems in all matters relating to the Services;
- c)** provide USystems, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by USystems to provide the Services;
- d)** provide USystems with such information and materials as USystems may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- e)** prepare the Customer's premises for the supply of the Services;
- f)** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- g)** keep and maintain all materials, equipment, documents and other property of USystems (USystems Materials) at the Customer's premises in safe custody at its own risk, maintain USystems Materials in good condition until returned to USystems, and not dispose of or use USystems Materials other than in accordance with USystems's written instructions or authorisation.

9.2 If USystems's performance of any of its obligations in respect of the 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):

- a)** USystems shall without limiting its other rights or remedies have the right to suspend performance of the 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 USystems's performance of any of its obligations;
- b)** USystems shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from USystems's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- c)** the Customer shall reimburse USystems on written demand for any costs or losses sustained or incurred by USystems arising directly or indirectly from the Customer Default.

10. Charges and Payment

- 10.1** The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in USystems's published price list as at the date of delivery. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by USystems. Unless stated otherwise, the price of the Goods is inclusive of all costs and charges of packaging and insurance but exclusive of all costs and charges for transport of the Goods, which shall be paid by the Customer when it pays for the Goods. Any costs and charges for transport of the Goods set out in the Order shall be valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by USystems. If no costs and charges for transport of the Goods are set out in the Order such costs and charges shall be charged to the Customer by invoice.
- 10.2** The charges for Services shall be on a time and materials basis:
- the charges shall be estimated in accordance with USystems's standard daily fee rates which are available on request;
 - (USystems' standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - USystems shall be entitled to charge an overtime
 - rate of 5 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause
 - 10.2(b); and
 - USystems shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom USystems engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by USystems for the performance of the Services, and for the cost of any materials.
- 10.3** USystems reserves the right to 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 USystems that is due to:
- any factor beyond the control of USystems (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give USystems adequate or accurate information or instructions in respect of the Goods.
- 10.4** Unless expressly stated otherwise in a USystems quotation, in respect of Goods, USystems shall invoice the Customer on or at any time after completion of delivery. In respect of Services, USystems shall invoice the Customer monthly in arrears.
- 10.5** Unless expressly stated otherwise in a USystems quotation the Customer shall pay each invoice submitted by USystems:
- within 30 days of the date of the invoice; and
 - in full and in cleared funds to a bank account nominated in writing by USystems, and time for payment shall be of the essence of the Contract.
- 10.6** 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) or any other sales tax applicable. Where any taxable supply for VAT purposes (or other equivalent tax) is made under the Contract by USystems to the Customer, the Customer shall, on receipt of a valid VAT invoice (or other equivalent tax) from USystems, pay to USystems such additional amounts in respect of VAT or other applicable tax 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.
- 10.7** Without limiting any other right or remedy of USystems, if the Customer fails to make any payment due to USystems under

the Contract by the due date for payment (Due Date), USystems shall have the right to suspend or terminate the Contract until due payment is made, and charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

- 10.8** The Customer shall pay all amounts due under the Contract in full and in the currency stated on the invoice without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against USystems in order to justify withholding payment of any such amount in whole or in part. USystems may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by USystems to the Customer.

11. Intellectual Property Rights

- 11.1** All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by USystems, including any Intellectual Property Rights contained in USystems's quotation, proposal material and associated correspondence.
- 11.2** 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 USystems obtaining a written licence from the relevant licensor on such terms as will entitle USystems to license such rights to the Customer.
- 11.3** All USystems Materials are the exclusive property of USystems.

12. Confidentiality

- 12.1** 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 or its products or its services which the Receiving Party may obtain, including any information contained in USystems's quotation and associated correspondence. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12 shall survive termination of the Contract.

13. Limitation of Liability: The Customer's Attention Is Particularly Drawn To This Clause

- 13.1** Nothing in these Conditions shall limit or exclude Systems' liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - defective products under the Consumer Protection Act 1987.
- 13.2** Subject to clause 13.1:
- USystems 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
 - USystems' total aggregate liability to the customer in respect of all other losses arising under or in connection with the Contract and any other Orders placed with USystems, whether in contract, tort (including negligence), breach of statutory

duty, or otherwise, shall in no circumstances exceed the lesser of

- (i) the amounts paid by the Customer to USystems in respect of the Goods and Services to which the Order or Orders relate; and
- (ii) Two Million Pounds (£2,000,000).

13.3 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.

13.4 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without limiting its other rights or remedies, USystems may terminate the Contract:

- a) by giving the customer one (1) months' written notice;
- b) 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; or
- c) with immediate effect by giving written notice to the Customer if the Customer 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) 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; 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); 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; or any 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 this clause 14.1(c) or the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

14.2 Without limiting its other rights or remedies, USystems shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and USystems if:

- a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- b) the Customer becomes subject to any of the events listed in clause 14.1(c) or USystems reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of Termination

15.1 On termination of the Contract for any reason:

- a) the Customer shall immediately pay to USystems all of USystems's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, USystems shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) the Customer shall return all of the USystems Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then USystems may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- c) 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
- d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. General

16.1 Force majeure:

a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of USystems including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

b) USystems 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.

c) If the Force Majeure Event prevents USystems from providing any of the Services and/or Goods for more than twenty-six (26) weeks, USystems shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16.2 Assignment and subcontracting:

a) USystems may at any time assign, transfer, 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.

b) The Customer shall not, without the prior written consent of USystems, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.3 Notices:

a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing, in the English language ((or accompanied by an accurate translation into English) and shall be delivered to the other party personally or sent by prepaid first- class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first- class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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, on the next Business Day after transmission.

c) This clause 16.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

16.4 Waiver and cumulative remedies:

a) A waiver of any right under the Contract 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 preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.5 Severance:

a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.6 No partnership:

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16.7 Third parties:

A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.8 Variation:

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by USystems.

16.9 Entire agreement:

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them (including any with USystems Agent), whether written or oral, relating to its subject matter.

The Incoterm shall apply to the relevant parts of this Contract where referenced but where its provisions conflict with the terms of this agreement, the terms of this agreement shall prevail.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.10 Data Protection/Personal Data:

Our Privacy Policy sets out the terms on which we process any personal data which we collect from you or that you provide to us. A copy of our Privacy Policy is available on our website: <http://www.usystems.com>

16.11 Governing law:

This Contract, 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, English law.

16.12 Jurisdiction:

a) Each party irrevocably consents to any process in any legal action or proceedings under clause 16.11 above being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement shall affect the right to serve process in any other manner permitted by law.

b) Nothing in this clause shall limit the right of USystems to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude USystems from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

16.13 Language:

a) This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.

b) The English language version of this agreement and any notice or other document relating to this agreement, shall prevail if there is a conflict.