

TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

1. Interpretation

The definitions and rules of interpretation in this clause apply in these terms and conditions.

1.1 Definitions

“Agreement” the contract between Indeloy and the Customer for the sale and supply of Equipment and/or Services and/or Software licenses incorporating these Conditions and the Order including all schedules, attachments, any additional or special terms and conditions set out in the Order, and any Statements of Work.

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

“Business Hours” the period from 9.00 am to 5.00 pm on any Business Day.

“Commencement Date” as defined in clause 2.3.

“Conditions” these terms and conditions as amended from time to time in accordance with clause 16.3.

“Deliverables” any specific deliverables, being the output of Services, set out in the Order or Statement of Work, supplied by Indeloy to the Customer.

“Equipment” the equipment or any part of them set out in the Order.

“Equipment Specification” any specification for the Equipment to be provided by Indeloy to the Customer that is agreed in writing by Indeloy and the Customer in an Order.

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Maintenance Release” any release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a new version.

“Order” the Customer’s written order for the supply of Goods and/or Services and/or Software licences.

“Services” the services, including Deliverables to the extent relevant, supplied by Indeloy to the Customer as set out in the Order.

“Service Specification” the description or specification for the Services to be provided by Indeloy to the Customer that is agreed in writing by Indeloy and the Customer in an Order or a Statement of Work, as the case may be. “Software” the computer programs listed in the Order and any Maintenance Release which is acquired by the Customer during the subsistence of the applicable licence term.

“Statement of Work” a detailed plan, agreed by the parties, describing the services to be provided or procured by Indeloy, the timetable for their performance and any related matters.

“VAT” value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK.

1.2 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.3 A reference to writing or written excludes faxes but not email.

2. Order Process Supplies by Indeloy

2.1 Subject to Indeloy’s acceptance of Orders as described in clause 2.3, the Customer may at any time provide Indeloy with an Order to purchase Equipment and/or Services and/or Software licences.

2.2 Where the Customer wishes to order Services which require the parties to agree a Statement of Work then that Statement of Work shall be agreed as follows:

- 2.2.1 the Customer shall submit a draft Order for such Services to Indeloy requesting Indeloy submit a corresponding draft Statement of Work;
- 2.2.2 the Customer shall promptly, and at its cost and expense, provide all necessary information, support and assistance as may be required by Indeloy in considering the draft Order;
- 2.2.3 Indeloy shall submit a draft Statement of Work to the Customer;
- 2.2.4 Indeloy shall update and amend the draft Statement of Work from time to time as reasonably required as a result of its interactions with the Customer pursuant to clause 2.2.3; and
- 2.2.5 Indeloy and the Customer shall sign the Statement of Work when it is agreed and the signed Statement of Work shall complete the draft Order for those Services
- 2.3 Each Order shall be deemed to be a separate offer by the Customer to purchase Equipment and/or Services and/or Software licences on the terms of this Agreement, which Indeloy shall be free to accept or decline at its absolute discretion. No Order shall be deemed to be accepted by Indeloy until Indeloy issues a written acceptance of the Order, at which point the Agreement shall come into existence (“Commencement Date”).
- 2.4 The Customer shall ensure that its Order, and all information provided to Indeloy, is complete and accurate. Once an Order or Statement of Work has been agreed and signed in accordance with this clause 2, no amendment shall be made to it except in accordance with clause 13 or clause 16.3.
- 2.5 No Order which has been accepted by Indeloy may be cancelled by the Customer, except with the agreement in writing of Indeloy and provided that the Customer indemnifies Indeloy 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 Indeloy as a result of cancellation.
- 2.6 Any quotation is valid for a period of 30 days only, and Indeloy may withdraw it or amend it at any time by notice to the Customer, including but not limited to circumstances where pricing is changed to reflect exchange rate fluctuations or where caveat pricing is a factor.
- 2.7 To the extent that an Order, or Statement of Work as is relevant, contains any additional terms or special terms and conditions which conflict with or are otherwise inconsistent with these Conditions, the relevant additional or special terms and conditions in the Order or Statement of Work shall take precedence.
- 2.8 Subject to clause 2.7, 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 law, trade custom, practice or course of dealing.
- Supplies by third parties
- 2.9 To the extent that Indeloy makes a recommendation to the Customer regarding the Customer’s procurement of Equipment, Services and/or Software (including licences) Indeloy does so in good faith and using reasonable care and skill.
- 2.10 In such circumstances, if the Customer wishes to proceed to purchase the Equipment, Services and/or Software (including licences) from the relevant supplier the Customer.
- 2.10.1 Shall enter into a separate legally binding contract direct with the relevant supplier, having satisfied itself as to the quality, fitness for purpose and price of such supplies;
- 2.10.2 acknowledges and accepts that it is not Indeloy’s responsibility in any way to supply the Equipment, Services and/or Software (including licences) and that Indeloy shall have no liability whatsoever in relation to such supplies; and
- 2.10.3 will deal with the relevant supplier directly to resolve any service issues relating to such supplies.
- 2.11 Notwithstanding clause 2.10.3, above, Indeloy may in its absolute discretion provide assistance to the Customer to resolve service issues with third party suppliers. For the avoidance of any doubt, Indeloy shall be under no obligation to provide such assistance.

3. Supply of Equipment Quantity and description
- 3.1. The quantity and description of the Equipment, including any applicable Equipment Specification, shall be as set out in the Order.
- 3.2. All samples, drawings, descriptive matter, specifications and advertising issued by Indeloy, and any descriptions or illustrations contained in Indeloy's sales literature are issued or published for illustrative purposes only and they do not form part of the Agreement.
- 3.3. 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 Indeloy shall be subject to correction without any liability on the part of Indeloy.
- 3.4. Indeloy reserves the right (but does not assume the obligation) to make any changes in the Equipment Specification which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where Indeloy is not the manufacturer of the Equipment, Indeloy shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer or Indeloy's supplier.
- 3.5. Indeloy's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.
- Delivery and acceptance**
- 3.6. Indeloy shall use its reasonable endeavours to deliver the Equipment on the date or dates specified in the Order, but any such date is approximate only. If no dates are specified, delivery shall be within a reasonable time of acceptance of the Order. Time is not of the essence as to the delivery of the Equipment and Indeloy is not in any circumstances liable for any delay in delivery, however caused.
- 3.7. Indeloy may deliver the Equipment by separate instalments which may be invoiced and paid for separately. References in this Agreement to Orders Warranty shall, where applicable, be read as references to instalments.
- 3.8. The Equipment may be delivered by Indeloy in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 3.9. Delivery shall be made during Business Hours. Indeloy may levy additional charges for any deliveries made outside Business Hours at the Customer's request.
- 3.10. The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment.
- 3.11. The Customer shall be deemed to have accepted the Equipment when the Customer has had 3 days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with clauses 3.20 to 3.23.
- 3.12. Indeloy shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to Indeloy (or its carrier, if applicable) within 24 hours of delivery or the proposed delivery date of the Equipment and that the Equipment has been handled in accordance with Indeloy's instructions. Any remedy under this clause 3.12 shall be limited, at the option of Indeloy, to the replacement or repair of any Equipment which is proven to Indeloy's satisfaction to have been lost or damaged in transit.
- Risk and ownership**
- 3.13. The Equipment shall be at the risk of Indeloy until delivery to the Customer at the delivery location specified in the Order. Indeloy shall off-load the Equipment at the Customer's risk.
- 3.14. Ownership of the Equipment shall pass to the Customer on the later of: (a) completion of delivery (including off-loading); or (b) when Indeloy has received in full in cleared funds all sums due to it in respect of the Equipment and all other sums which are or which become due to Indeloy from the Customer on any account.
- 3.15. Until ownership of the Equipment has passed to the Customer under clause 3.14, the Customer shall:
- 3.15.1. Hold the Equipment on a fiduciary basis as Indeloy's bailee;
- 3.15.2. Store the Equipment (at no cost to Indeloy) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as Indeloy's property;
- 3.15.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- 3.15.4. keep the Equipment insured on Indeloy's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of Indeloy, ensure that Indeloy's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for Indeloy and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 3.16. The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 14 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to Indeloy on the relevant due date.
- 3.17. Until ownership of the Equipment is transferred to the Customer in accordance with clause 13.4, the Customer grants Indeloy, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by Indeloy in repossessing the Equipment shall be borne by the Customer.
- 3.18. On termination of the Agreement for any reason, Indeloy's (but not the Customer's) rights in clauses 3.13 to 3.17 shall remain in effect.
- 3.19. Indeloy may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.
- 3.20. Indeloy warrants to the Customer that the Equipment shall: (a) conform in all material respects to the Order and Equipment Specification; (b) be free from material defects in design, material and workmanship; (c) be fit for any purpose documented in the Order; and (d) be of satisfactory quality within the meaning of the Sale of Goods Act 1979. Indeloy undertakes (subject to clauses 3.21 to 3.23), at its option, to repair or replace Equipment (other than consumable items) which is found not to comply with the warranties in this clause 3.20 within 12 months of delivery.
- 3.21. Indeloy shall not in any circumstances be liable for a breach of the warranty contained in clause 3.20 unless:
- 3.21.1. The Customer gives written notice of the defect to Indeloy within 3 days of the time when the Customer discovers or ought to have discovered the defect; and
- 3.21.2. after receiving the notice, Indeloy is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by Indeloy) returns such Equipment to Indeloy's place of business for the examination to take place there.
- 3.22. Indeloy shall not in any circumstances be liable for a breach of the warranty in clause 3.20 if:
- 3.22.1. The Customer makes any subsequent use of Equipment in respect of which it has given written notice under clause 3.21.1; or
- 3.22.2. the defect arises because the Customer failed to follow Indeloy's, or the relevant manufacturer's, oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice;
- 3.22.3. the defect arises because the Customer used the Equipment improperly or outside of its normal application;
- 3.22.4. the defect arises because Indeloy followed any drawing, design or specification (including an Equipment Specification) supplied by the Customer to Indeloy; or
- 3.22.5. the Customer alters or repairs the relevant Equipment without the written consent of Indeloy.

- 3.23. Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the 12 month warranty period.
- 3.24. Custom-built Equipment is strictly non-refundable and non-returnable. If custom-built Equipment supplied by Indeloy does not comply with the warranties set out in clause 3.20, above, within 12 months of delivery Indeloy shall, at its option, repair or replace the custom-built Equipment subject always to clauses 3.21 to 3.23.
- Remedies**
- 3.25. Indeloy shall not in any circumstances be liable for any non-delivery of Equipment (even if caused by Indeloy's negligence) unless the Customer notifies Indeloy in writing of the failure to deliver within 7 days after the scheduled delivery date.
- 3.26. Any liability of Indeloy for non-delivery of the Equipment shall in all circumstances be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Equipment.
- 4. Supply of Services**
- 4.1. Indeloy shall use reasonable endeavours to provide the Services, including the delivery of the Deliverables, if applicable, to the Customer in accordance with the Order, and if relevant any Statement of Work, in all material respects.
- 4.2. Indeloy shall use reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time for performance of Services by Indeloy shall not be of the essence of this Agreement.
- 4.3. Indeloy shall appoint a manager in respect of the Services to be performed under the Order, such person as identified in the Order. That person shall have authority to contractually bind Indeloy on all matters relating to the relevant Services (including by signing Change Orders). Indeloy may replace that person from time to time where reasonably necessary in the interests of Indeloy's business.
- 4.4. To the extent that Indeloy provides demonstrations, workshops, training or guidance as part of the Services such information is provided for information purposes only and is not intended to be material upon which the Customer relies. Indeloy shall not be responsible or liable for any reliance that the Customer may place on such material.
- 4.5. Indeloy shall observe all reasonable health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it by the Customer, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement or causes death, personal injury or damage to property (subject always to clause 9.3).
- 4.6. Indeloy warrants that:
- 4.6.1. the Services shall be performed with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13;
- 4.6.2. the Services performed and the Deliverables supplied shall be free from material defects upon completion of the Services; and
- 4.6.3. for 12 months after completion of the Services, the Deliverables shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979, s 14.
- 4.7. Subject to the provisions of clause 4.8, Indeloy shall, at its option, remedy, re-perform or refund the price of any Services, or to the extent relevant Deliverables, that do not comply with clause 4.6, provided that the Customer serves a written notice on Indeloy that some or all of the Services or Deliverables (as the case may be) do not comply with clause 4.6, and identifying in sufficient detail the nature and extent of the defects within 3 days of completion of the Services.
- 4.8. Indeloy shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 4.6 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 4.8.1. A breach by the Customer of any of its obligations under this Agreement;
- 4.8.2. an event outside of Indeloy's reasonable control (see clause 15);
- 4.8.3. any design, specification or requirement of the Customer; or
- 4.8.4. use of any material belonging to the Customer.
- 4.9. Except as set out in clauses 4.6 to 4.8:
- 4.9.1. Indeloy gives no warranty and makes no representations in relation to the Services;
- 4.9.2. Indeloy shall have no liability for any non-compliance with the warranty in clause 4.6; and
- 4.9.3. the conditions implied by the Supply of Goods and Services Act 1982 ss 12–16 are expressly excluded.
- 4.10. The Customer acknowledges that Indeloy is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services to conform to the Service Specification or any failure by Indeloy to discharge its obligations under this Agreement.
- 4.11. The provisions of clauses 4.7 to 4.10 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 4.6 or for any other error or defect in the Deliverables or defective performance of the Services.
- 5. Software Licences**
- 5.1. In consideration of the Customer paying the licence fee specified in the Order, Indeloy shall grant or procure the grant to the Customer a non-exclusive licence to use the Software described in the Order for the licence period specified in the Order.
- 5.2. Unless otherwise stated in the Order, the licence period shall begin on delivery to the Customer and not on the date the Customer activates the Software in question.
- 5.3. The Customer acknowledges and accepts that the amount of notice required to cancel Software licences will differ depending on the identity of the Software vendor and should be confirmed by the Software vendor in writing. It is the Customer's responsibility to satisfy itself on the cancellation process for any and all Software licence prior to proceeding with its purchase.
- 5.4. In relation to scope of use, unless otherwise stated in the Order:
- 5.4.1. for the purposes of clause 5.1, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).
- 5.4.2. the Customer may not use the Software other than as specified in clause 5.1 and clause 5.4.1 without the prior written consent of Indeloy, and the Customer acknowledges that additional fees may be payable on any change of use approved by Indeloy.
- 5.4.3. the Customer may make backup copies of the Software as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying.
- 5.4.4. except as expressly stated in this clause 5, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer.
- 5.5. The Customer shall not:
- 5.5.1. Sub-license, assign or novate the benefit or burden of this licence in whole or in part;
- 5.5.2. allow the Software to become the subject of any charge, lien or encumbrance; and

- 5.5.3. deal in any other manner with any or all of its rights and obligations under this Agreement, without the prior written consent of Indeloy.
- 5.6. Indeloy may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.
- 5.7. The Customer shall:
- 5.7.1. Ensure that the number of persons using the Software does not exceed the limit specified in the Order, where applicable;
- 5.7.2. ensure that the Software is installed on designated equipment only;
- 5.7.3. keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to Indeloy on request from time to time;
- 5.7.4. notify Indeloy as soon as it becomes aware of any unauthorized use of the Software by any person;
- 5.7.5. pay, for broadening the scope of the licences granted under this licence to cover the unauthorized use, an amount equal to the fees which Indeloy would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 8.2.7, from such date to the date of payment.
- 5.8. The Customer shall permit Indeloy or its licensors to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that Indeloy provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 5.9. All Maintenance Releases shall be supplied by the Software vendor directly to the Customer and its authorised users.
- 5.10. The Customer shall indemnify Indeloy in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Indeloy including all legal expenses and other professional fees (together with any VAT thereon) in relation to any breach by the Customer of its obligations set out in this clause 5.
6. Customer's Obligations
- 6.1. The Customer shall:
- 6.1.1. co-operate with Indeloy in all matters relating to this Agreement and appoint the Customer's Manager, who shall have the authority to contractually bind the Customer on matters relating to this Agreement;
- 6.1.2. provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by Indeloy;
- 6.1.3. provide in a timely manner such information as Indeloy may reasonably request, and ensure that such information is accurate in all material respects;
- 6.1.4. promptly process and finalise all paperwork relating to its purchase of Equipment, Services and/or Software licences and shall immediately remedy any failure following a request from Indeloy to do so; and
- 6.1.5. be responsible (at its own cost) for preparing the relevant premises for the supply of Equipment and/or Services and shall take all such steps as may be necessary to ensure the safety of any of Indeloy's representatives or sub-contractors when attending the premises.
- 6.2. The Customer shall indemnify Indeloy in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Indeloy including all legal expenses and other professional fees (together with any VAT thereon) in relation to any breach by the Customer of clause 6.1.5.
- 6.3. If Indeloy's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, Indeloy shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer and the Customer shall in all circumstances be liable to pay to Indeloy on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Indeloy confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.
- 6.4. The Customer shall not, without the prior written consent of Indeloy, at any time from the date of the Agreement to the expiry of six months after termination or expiry of this Agreement for any reason, solicit or entice away from Indeloy or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of Indeloy. The Customer shall not be in breach of this clause 6.4 if it hires an employee or subcontractor of Indeloy as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of Indeloy.
- 6.5. Any consent given by Indeloy in accordance with clause 6.4 shall be subject to the Customer paying to Indeloy on demand a sum equivalent to 20% of the then current annual remuneration of Indeloy's employee or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or subcontractor.
7. Prices
- 7.1. The price for Equipment shall be:
- 7.1.1. The price set out in the Order; and
- 7.1.2. shall be exclusive of all costs and charges of packaging, insurance, customs, import or other duties charged in respect of the sale and importation of the Equipment, transport of the Equipment, which shall be invoiced to the Customer
- 7.2. The price for Services shall be calculated on a time and materials basis:
- 7.2.1. the price shall be calculated in accordance with Indeloy's daily fee rate card, as updated by Indeloy from time to time, the current version of which is attached to the Order;
- 7.2.2. Indeloy's daily fee rates for each individual person are calculated on the basis of a seven-hour day from 9.00 am to 5.00 pm worked on Business Days;
- 7.2.3. Indeloy shall be entitled to charge an overtime rate as specified in Indeloy's daily fee rate card, as updated by Indeloy from time to time, 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 7.2.2; and
- 7.2.4. Indeloy shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Indeloy engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Indeloy for the performance of the Services, and for the cost of any materials.
- 7.3. Indeloy reserves the right:
- 7.3.1. conduct a review of the price for Services at the end of each calendar year during the term of this Agreement and thereafter increase the price for Services provided under an Order or Statement of Work, as is relevant, in January in each calendar year during the term of this Agreement in line with the percentage increase in the Average Weekly Earnings Index in the preceding year and Indeloy shall give the Customer not less than 14 days' prior notice in writing of such price increase;
- 7.3.2. to increase the price of the Equipment or Software licences, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment or Software licences to Indeloy that is due to market conditions or any factor beyond the control of Indeloy (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, supplier prices and other manufacturing costs); any

- request by the Customer to change the delivery date(s), quantities or types of Equipment or Software licences ordered, or the specification of the Equipment or Software licences; or delay caused by any instructions of the Customer in respect of the Equipment or Software licences or failure of the Customer to give Indeloy adequate or accurate information or instructions in respect of the Equipment or Software licences.
- 7.4. Subject to clause 7.3.2, the price for Software licences shall be the price set out in the Order .
- 7.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Indeloy to the Customer, the Customer shall, on receipt of a valid VAT invoice from Indeloy, pay to Indeloy such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.
8. Payment
- 8.1. Subject to any special terms agreed in writing between the Customer and Indeloy in the Order, Indeloy may invoice the Customer:
- 8.1.1. In respect of Equipment, on or at any time after shipment of the Order;
- 8.1.2. In respect of Services, monthly in arrear;
- 8.1.3. In respect of Software licences fees, payable in instalments in advance, monthly or annually as specified in the Order, starting from provision of the Software.
- 8.2. The Customer shall pay each invoice submitted by Indeloy:
- 8.2.1. Within 30 of the date of the invoice or in accordance with any credit terms agreed by Indeloy and confirmed in writing to the Customer; and
- 8.2.2. in full and in cleared funds to a bank account nominated in writing by Indeloy; and time for payment by the Customer shall be of the essence of the Agreement.
- 8.2.3. If the Customer fails to make payment in full on the due date, the whole of the balance of outstanding sums shall become immediately due and payable and, without prejudice to any other right or remedy available to Indeloy, Indeloy shall be entitled to:
- 8.2.4. Terminate the Agreement;
- 8.2.5. suspend any further deliveries of Equipment or provision of Services to the Customer whether under this Agreement or any other Agreement;
- 8.2.6. suspend any rights granted to the Customer to use Software whether under this Agreement or any other Agreement;
- 8.2.7. charge interest on the amount outstanding from the due date to the date of receipt by Indeloy (whether or not after judgment), at the annual rate of 5% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. Indeloy reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- 8.2.8. make a storage charge for any undelivered Equipment at its current rates from time to time;
- 8.2.9. stop any Equipment in transit; and
- 8.2.10. a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to Indeloy. Indeloy shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding
- 8.3. All sums payable to Indeloy under the Agreement shall become due immediately on its termination, despite any other provision of the Agreement. This clause 8.3 is without prejudice to any right to claim for interest under the law, or any right under the Agreement.
- 8.4. All amounts payable to Indeloy under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Customer is solely responsible for payment of any bank or other charges relating to any payment made to Indeloy under this Agreement and it shall not deduct bank or other charges from any amounts due to Indeloy.
- 8.5. Indeloy may, without prejudice to any other rights it may have, set off any liability of the Customer to Indeloy against any liability of Indeloy to the Customer.
9. Limitation of Liability
- 9.1. The following provisions set out the entire financial liability of Indeloy (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 9.1.1. any breach of the Agreement however arising; and
- 9.1.2. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Agreement.
- 9.2. Save as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the greatest extent permitted by law.
- 9.3. Nothing in these Conditions excludes or limits the liability of Indeloy for death or personal injury caused by Indeloy's negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be limited by law.
- 9.4. Subject to clause 9.2 and clause 9.3, Indeloy shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- 9.4.1. Loss of profits; or
- 9.4.2. Loss of business; or
- 9.4.3. Depletion of goodwill or similar losses; or
- 9.4.4. Loss of anticipated savings; or
- 9.4.5. Loss of goods; or
- 9.4.6. Loss of contract; or
- 9.4.7. Loss of use; or
- 9.4.8. Wasted expenditure; or
- 9.4.9. Loss or corruption of data or information; or
- 9.4.10. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.5. Subject to clause 9.2 and clause 9.3 Indeloy's total liability in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with any Order shall be limited to the price payable by the Customer to Indeloy under the Order.
10. Data Protection
- 10.1. In this clause 10 the following words have the following meanings:
- 10.1.1. "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "International Organisation" and "appropriate technical and organisational measures" each have the meanings given to in applicable Data Protection Laws from time to time;
- 10.1.2. "Data Protection Laws" means, as binding on either party or any Order: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- 10.1.3. "GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

- 10.1.4. "Protected Data" means Personal Data received from or on behalf of the Customer in connection with the performance of Indeloy's obligations under this Agreement; and
- 10.1.5. "Sub-Processor" means any agent, subcontractor or other third party (excluding its employees) engaged by Indeloy for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.
- 10.2. The parties agree that the Customer is a Controller and that Indeloy is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Indeloy in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with all Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws
- 10.3. Indeloy shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.
- 10.4. Indeloy shall only process (and shall ensure its employees, agents and subcontractors only process) the Protected Data in accordance with the Customer's instructions and this Agreement (including when making any transfer to which clause 10.11 relates), except to the extent: (a) that alternative processing instructions are agreed between the parties in writing; or (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).
- 10.5. Without prejudice to clause 10.2 if Indeloy believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to perform the Order until the parties have agreed appropriate amended instructions which are not infringing. The charges payable to Indeloy shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this clause 10.5.
- 10.6. In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, Indeloy shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.
- 10.7. Indeloy shall:
- 10.7.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;
- 10.7.2. prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract containing materially the same obligations as under this clause 10 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Indeloy and ensure such Sub-Processor complies with all such obligation;
- 10.7.3. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and 10.7.4. T ensure that all natural persons authorised by Indeloy or any Sub- Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 10.8. The Customer authorises the appointment of Sub-Processors in order for Indeloy to provide the Equipment, Services and/or Software licences under this Agreement. Indeloy confirms that it has entered or (as the case may be) will enter with the Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 10 and in either case which Indeloy undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 10.9. Indeloy shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Indeloy.
- 10.10. Indeloy shall (at the Customer's cost and expense) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 10.11. Indeloy shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer, except where required by applicable law (in which case the provisions of clause 10.4 shall apply).
- 10.12. Indeloy shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Indeloy's compliance with the obligations placed on it under this clause 10 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 10.12). Indeloy shall, however, be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers.
- 10.13. Indeloy shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 10.14. On the end of performance of an Order relating to the processing of Protected Data, at the Customer's cost option, Indeloy shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Indeloy to store such Protected Data. This clause 10 shall survive termination or expiry of this Agreement.
11. Intellectual Property Rights
- 11.1. In relation to the Equipment:
- 11.1.1. If Indeloy manufactures the Equipment, or applies any process to it, in accordance with an Equipment Specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified Indeloy against all losses, damages, costs, claims, demands, liabilities and expenses (including consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by Indeloy in connection with, or paid or agreed to be paid by Indeloy in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from Indeloy's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of Indeloy.

- 11.1.2. The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of Indeloy or (as the case may be) third party rights, owner.
- 11.1.3. Indeloy shall retain the property and copyright in all documents supplied to the Customer in connection with the Agreement and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of Indeloy.
- 11.1.4. Indeloy's Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of Indeloy, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 11.2. In relation to the Services, unless otherwise stated in the Order:
- 11.2.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Indeloy.
- 11.2.2. Indeloy grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business, for internal purposes only.
- 11.2.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2.2.
- 11.2.4. The Customer grants Indeloy a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Indeloy for the term of the Agreement for the purpose of providing the Services to the Customer.
- 11.3. In relation to the Software:
- 11.3.1. The Customer acknowledges that it is buying only a licence to use the Software and the accompanying user manuals.
- 11.3.2. Nothing contained in this Agreement shall be interpreted as an assignment of any Intellectual Property Rights in the Software or user manuals.
- 11.3.3. The Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all applicable licence terms, terms of use and registration requirements relating to them.
12. Confidentiality and Indeloy's Property
- 12.1. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 12.4. This clause 12 shall survive termination of the Agreement, however arising.
13. Change Control
- 13.1. Either party may propose changes to the scope or execution of the Order but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A "Change Order" shall be a document setting out the proposed changes and the effect that those changes will have on:
- 13.1.1. the price payable by the Customer under the Order;
- 13.1.2. to the extent relevant, the timetable for delivery of Equipment and/or Services; and
- 13.1.3. any of the other terms of the Order.
- 13.2. If Indeloy wishes to make a change to an Order it shall provide a draft Change Order to the Customer.
- 13.3. If the Customer wishes to make a change to an Order it shall notify Indeloy and provide as much detail as Indeloy reasonably requires of the proposed changes, including the timing of the proposed change and Indeloy shall, as soon as reasonably practicable after receiving such information, provide a draft Change Order to the Customer.
- 13.4. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the Order.
- 13.4.1. If the parties are unable to agree a Change Order, the Order shall continue unamended.
- 13.5. Indeloy may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 13.3 on a time and materials basis at Indeloy's daily rates specified in clause 7.2.1.
14. Termination
- 14.1. Without prejudice to any other right or remedy available to Indeloy, Indeloy may terminate the Agreement or suspend performance of any Order without liability to the Customer if:
- 14.1.1. the ability of the Customer to accept delivery of Equipment or performance of Services is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control;
- 14.1.2. 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 14.1.3. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 14.1.4. the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 14.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- 14.1.6. 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 Customer (being a company, partnership or limited liability partnership; the holder of a qualifying floating charge over the assets of the Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 14.1.8. 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 Customer;
- 14.1.9. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

- 14.1.10. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 14.1.2 to 14.1.9 (inclusive);
- 14.1.11. the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 14.1.12. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;
- 14.1.13. there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.2. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect .
- 14.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 14.4. On termination of this Agreement for any reason:
- 14.4.1. the Customer shall immediately pay to Indeloy all of Indeloy's outstanding unpaid invoices and interest and, in respect of Equipment and Services supplied, or Software licences granted, but for which no invoice has been submitted, Indeloy shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.4.2. the Customer shall return all Indeloy proprietary materials and any Deliverables or Equipment which have not been fully paid for. If the Customer fails to do so, then Indeloy 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;
- 14.4.3. all rights granted to the Customer under this Agreement shall cease (save for any rights expressly described as perpetual or irrevocable);
- 14.4.4. the Customer shall cease all activities authorised by this Agreement; and
- 14.4.5. the Customer shall immediately destroy or return to Indeloy (at Indeloy's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Indeloy that it has done so.
- 14.5. If the Force Majeure Event prevents the Seller from providing any of the Services and/or Goods for more than 12 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.
15. Force Majeure
- 15.1. Provided it has complied with clause 15.2, neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (a "Force Majeure Event"). In such circumstances the time for performance of such obligations shall be extended accordingly.
- 15.2. A party affected by an event, circumstance or cause beyond its reasonable control shall:
- 15.2.1. as soon as reasonably practicable after the start of the Force Majeure Event, but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- 15.3. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
16. General
- 16.1. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.2. Rights and remedies: The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.3. Variation: No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.
- 16.4. Severance: If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 16.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.5. Entire agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on, and 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.
- 16.6. Assignment: Indeloy may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 16.7. Third party rights: No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 16.8. Notices: Any notice given to a party under or in connection with this contract shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to the addresses set out in the Order (or an address substituted in writing by the party to be served).
- 16.8.1. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am second Business Day after posting; and (c) if sent by email at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 16.8.2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.9. Governing law & jurisdiction: The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including disputes or claims) are governed by and interpreted in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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