

Seldex Ltd GENERAL SALES TERMS AND CONDITIONS

CHARGES AND PAYMENT	
Obligation to Pay	The Customer shall pay all Charges in accordance with the terms of this Agreement. Time for payment of the Charges is of the essence of this Agreement.
Price Errors and Changes	Where any prices charged by any third party manufacturer or supplier of any equipment forming part of the Deliverables are quoted in error, or they change between the date of this Agreement and the date of delivery or supply of the Deliverables, or SELDEX has otherwise stated any amounts in error, SELDEX may by notice propose a resulting increase or correction to the Charges, or SELDEX may invoice the Customer for the increased prices or correct Charges. If Customer rejects such increase or correction by notice to SELDEX within 7 days of receipt of SELDEX proposal or invoice, either party may cancel this Agreement by notice to the other. If the Customer does not reject such increase or correction in that period, then the Customer shall be deemed to have accepted such increases and corrections.
VAT	All Charges and other amounts payable by the Customer are exclusive of value added tax, which the Customer shall pay in addition at the rate applicable from time to time.
Additional Charges	Unless otherwise stated in the Specifications, all prices and other Charges are on an ex-works basis. Unless otherwise stated in the Specifications, SELDEX shall be entitled to make an additional charge for: (1) the costs of delivery, carriage, insurance in transit, and installation of any Deliverables; (2) any customs duties or taxes payable in respect of the Deliverables; (3) travel, accommodation and subsistence which may be required in providing any Deliverables; (4) any additional costs and expenses and/or wasted expenditure or labour costs incurred by SELDEX, or provision of any installation or other services outside Normal Working Hours, as a result of any interruptions, delays or additional work due to any cause other than the neglect or default of SELDEX (including any delay in performance, breach, and non-performance of this Agreement by the Customer for any reason, any delay, act or omission of any of the Customer's staff or contractors, and any errors or omissions in any information provided by the Customer). Where SELDEX is entitled to make an additional charge under this Agreement, it may charge for all labour provided at its prevailing labour rates, for all additional goods and materials provided at cost plus 40%, and for all reasonable additional and wasted labour and other costs and expenses.
Invoicing and payment	Unless otherwise stated in the Specifications: (a) SELDEX may invoice for all Deliverables on or before delivery and payment shall be made on delivery. Where the Customer has a credit account with SELDEX, the Customer shall pay such invoices within 30 days of receipt; and (b) SELDEX may invoice for any periodical Charges in advance of the period to which they relate any payment shall be made by the start of the period to which they relate.
Currency and Payment Method	The Customer shall pay all Charges in Pounds Sterling by cheque (with posting at the Customer's risk) or bank transfer to the account nominated by SELDEX. Payment shall not be considered to have been made until credited in cash or cleared funds by the due date.
Interest	If any Charges become overdue, then the Customer shall in addition pay daily interest on those Charges at the rate of 4% per annum above the base rate of Barclays Bank plc from the due date to the date payment is made (before as well as after any judgement).
No Set-off	The Customer shall pay all Charges in full without any set-off, counterclaim, deduction or withholding, except for deductions or withholdings required by law.
Recovery Costs	The Customer shall pay all costs and expenses (including legal costs) incurred by SELDEX in enforcing payment of any Charges, and recovering any Deliverables or other materials which the Customer is obliged to return or SELDEX is entitled to repossess.

DEFINITIONS	
Agreement	means the agreement which incorporates these terms and conditions, and unless otherwise stated, the date of this Agreement shall be the date of the Customer's acceptance of an offer from SELDEX Technology Ltd (SELDEX), or the date of SELDEX acceptance of an order from the Customer;
Charges	means the price and all charges and other amounts payable for all Deliverables to be supplied by SELDEX under this Agreement;
Customer	means the purchaser or hirer of the Deliverables under this Agreement;
Deliverables	means all goods, software, services and works to be supplied or hired by SELDEX under this Agreement, including design, development and installation services;
Normal Working Hours	means 9:00 am to 5:00 p.m. Monday to Friday (excluding statutory and English bank holidays);
SELDEX	means Seldex Ltd
Specifications	means any quotation, offer, order, acceptance and/or other document forming part of this Agreement, including any plan, specification or design to be developed by or agreed with SELDEX under this Agreement.

	For the avoidance of doubt the Customer shall not be entitled to any proceeds of any insurance or claim under any insurance maintained by SELDEX in relation to the Deliverables.
Title	Title to all Deliverables which are goods shall remain with SELDEX until SELDEX has received payment in full of all Charges due under this Agreement, and SELDEX shall be entitled to repossess those goods if SELDEX is entitled to or is reasonably likely to become entitled to terminate this Agreement for breach, non-payment or insolvency of the Customer. If the Customer resells any Deliverables that are goods and the purchaser acquires good title to those goods, then SELDEX shall become legally and beneficially entitled to the proceeds of sale of those goods, and the Customer shall hold the proceeds of sale of those goods on trust for SELDEX absolutely.
Suspension	SELDEX shall be entitled to withhold delivery of any Deliverables and suspend performance of this Agreement if: (1) any Charges are overdue on any account whatsoever, and the Customer fails to pay those overdue charges within 2 days of demand from SELDEX; or (2) SELDEX has reasonable grounds for considering that the Customer will not pay or be able to pay for the Deliverables, or SELDEX would be entitled to terminate this Agreement under any term of this Agreement, and the Customer fails to pay for such Deliverables in advance on demand from SELDEX or to provide a bank guarantee in respect of payment of the Charges acceptable to SELDEX.

APPLICATION	
Incorporation	These terms and conditions shall apply to all quotations, offers, orders and contracts for the supply or hire of goods, software, services or works by SELDEX. All terms and conditions of the Customer are hereby excluded, and SELDEX shall not in any event be deemed to have accepted any terms and conditions of the Customer by course of conduct.
Quotations and orders	SELDEX quotations are not legally binding offers. Any quotation or offer made by SELDEX shall be valid for no more than 30 days from its date. The Customer's orders shall be subject to acceptance by SELDEX.

SUPPLY AND DELIVERY	
Supply Obligation	SELDEX agrees to supply and deliver and the Customer agrees take delivery of and pay for all Deliverables in accordance with the terms of this Agreement.
Specifications	The specifications for the Deliverables shall be as stated in the Specifications, or to the extent not so stated, shall be in accordance with SELDEX specifications, or for Deliverables manufactured or supplied by a third party, that third party's specifications. SELDEX accept no liability in relation to the inaccuracy of any specifications of any third-party manufacturer or supplier. In relation to any equipment forming part of the Deliverables which is manufactured or supplied by a third party, if after the date of this Agreement that third party changes its specification for or ceases to supply that model or version of the equipment, or supplies a different model, version or specification of equipment instead of that equipment, SELDEX shall be entitled either to cancel this Agreement by notice to the Customer or to supply to the Customer the different model, version or specification supplied by the third party, or to propose reasonable substitutes for that equipment (whether of the same make or of any other make), and in each case a reasonable resulting variation to the Charges, delivery dates, and other terms of this Agreement. The Customer shall accept any such different or substitute equipment, if its functionality is substantially the same as or better than the equipment originally proposed to be supplied (and the customer shall be responsible for adapting to any differences in the functionality, design or interfaces with that equipment). In any other case, the Customer shall have the right to reject any proposal to supply different or substitute equipment by notice in writing within 7 days of receipt of such proposal or such different or substitute equipment, failing which the Customer shall be considered to have accepted such different or substitute equipment. If such rejection is given, either party may cancel this Agreement immediately by notice to the other.
Implementation	SELDEX shall be entitled to determine the plan and method for the design, development, supply, and installation of the Deliverables.

Place of delivery	Unless otherwise stated in the Specifications, SELDEX may make an additional charge for delivering any Deliverables to any premises of the Customer or any third party.
Time for delivery	SELDEX agrees to use reasonable efforts to supply the Deliverables and perform this Agreement by any date or within any time stated in the Specifications, or if no date or time is stated, by such reasonable date or time as SELDEX shall specify. Time for delivery or performance is not of the essence. Any specified dates or times for delivery or performance are estimates only, and failure to deliver or perform by such dates or within such times shall not be a breach of this Agreement, unless SELDEX has specified in writing that such dates or times are final. If SELDEX shall fail to deliver or perform by any specified date or time, SELDEX will deliver the Deliverables and perform this Agreement by such reasonable final date or time as SELDEX shall further specify. SELDEX shall not be considered to be in fundamental breach of this Agreement for failure to deliver or perform, until the Customer has given to SELDEX notice on or after any final date or time for delivery or performance, and SELDEX has failed to deliver or perform within at least 60 days following receipt of such notice. If SELDEX is delayed in or prevented from supplying the Deliverables or performing this Agreement as a result of any event beyond its reasonable control, including as a result of any delay or failure of any third party manufacturer or supplier of the Deliverables in supplying the Deliverables for any reason, or any delay in performance, breach, or non-performance of this Agreement by the Customer, or any delay, act or omission of any of the Customer's staff or contractors, or any errors or omissions in any information provided by the Customer, then SELDEX shall be entitled to such reasonable extension of time for delivery or performance as SELDEX shall specify.
Installation	Where the Deliverables are to be installed at or any works are to be carried out at any site, the Customer shall use reasonable endeavours to agree with SELDEX the plan for such installation and works, and in particular the Customer shall agree with SELDEX a schedule of dates on which SELDEX may carry out such installation, services and works allowing for 150% of SELDEX estimated hours, and at least 8 hour shifts during Normal Working Hours. The Customer shall permit SELDEX (but SELDEX shall not be obliged) at any time to conduct a survey of the site where any Deliverables are to be installed or any other work is to be performed. If when SELDEX commences installation or other works at any site or otherwise inspects any site at which any Deliverables are to be installed or performed, SELDEX finds any differences at that site from any previous survey or inspection carried out by SELDEX, or any stated assumptions of SELDEX concerning the site, or any information concerning the site provided by the Customer, or SELDEX finds that additional work may be required above that which would otherwise reasonably have been expected owing to unforeseeable conditions at the site, SELDEX may make an additional charge for any additional resulting cost, expense or work which is identified as being needed in order to carry out any installation or provide any Deliverables.
Inspection and acceptance	Except where a separate set of acceptance tests is stated in the Specifications or otherwise agreed in writing by the parties, the Customer shall inspect any Deliverables immediately on receipt, and SELDEX shall not be responsible for any errors, omissions, faults, damage or shortages discoverable on reasonable inspection, or total loss in transit, unless the Customer notifies SELDEX within 3 days from and including the day of delivery of the Deliverables or (in the case of loss in transit) within 7 days from and including the date of dispatch of the Deliverables. The Customer shall on request use reasonable efforts to agree and conduct with SELDEX reasonable acceptance tests for the Deliverables. If the Deliverables fail any acceptance tests or are otherwise rejected by the Customer, the Customer shall allow SELDEX a reasonable opportunity to correct the Deliverables. The Deliverables shall be considered to have been accepted by the Customer when the Deliverables have substantially met any specified acceptance tests, or if the Customer commences using the Deliverables in the course of its business.
Refusal to take delivery and stand down costs	If SELDEX is unable to get access to the site at the times agreed with the Customer or otherwise to get any reasonable access to the site or is only provided with limited or reduced access to any site against that agreed with the Customer, or the Customer refuses to take delivery of the Deliverables when tendered, or any site is not ready for installation of the Deliverables or performance of any work on the dates agreed with SELDEX or in a reasonable time, or the Customer wrongfully rejects the Deliverables, then unless due to the neglect or default of SELDEX: (1) the Customer shall pay an additional charge for returning the Deliverables to SELDEX, storage of any Deliverables, redelivery of the Deliverables, and the wasted cost of labour (including stand-down costs) for all personnel allocated to provide any Deliverables, including any delivery, installation or work; and (2) SELDEX shall be entitled to invoice and the Customer shall pay for all such Deliverables as if they had been delivered or performed when planned.
Risk	Risk in any Deliverables which are equipment or other goods will pass to the Customer when they are delivered to the Customer, or if they are to be installed, when they are brought on site. If SELDEX so requests, SELDEX shall not be obliged to deliver any goods until the Customer has included in any insurance it maintains in respect of such Deliverables the right for SELDEX to be notified of any claims made by the Customer under that insurance, and the right have paid to it directly under that insurance any proceeds received in respect of loss or damage to such Deliverables, and provided confirmation of this from its insurers.

SOFTWARE LICENCE	
Grant of Licence	Subject to any other specified licence terms, in relation to any software of SELDEX developed, written or otherwise supplied as part of the Deliverables (the "Licensed Software"), SELDEX grants to the Customer a non-exclusive licence without limit of time to use the Licensed Software on the terms set out below, with effect from acceptance.
Scope	The Customer may only install the Licensed Software on such hardware, and may only have the number of installations, run the number of instances, and have the number of users of the Licensed Software as specified in the Specifications. If not otherwise specified, the number of installations, instances and users shall be one. Unless otherwise expressly agreed in writing by SELDEX, SELDEX shall not be obliged to supply to or licence the Customer to use the source code for any Licensed Software.
Transfer	The Customer may transfer the Licensed Software and this licence only with the prior written consent of SELDEX, which will not be unreasonably withheld.
Copyright	The Customer shall not remove or change any copyright notice, logo or trademark in or on the Licensed Software.
Modification	The Customer may not modify, reverse engineer, decompile, disassemble, create derivative works based on or copy the Licensed Software, unless permitted by law. The Customer may make one back-up copy of the Licensed Software.
Fixes and New Releases	Any fixes, new releases, new versions or revisions of any Licensed cannot be used or transferred separately from the Licensed Software.
Termination	SELDEX shall be entitled to terminate this licence if: (1) the Customer shall have failed to pay any Charges payable by the Customer under this Agreement within 7 days of demand from SELDEX; or (2) the Customer shall be in breach of any of the terms of this licence or this Agreement, and either that breach shall not be capable of remedy, or if capable of remedy, shall not be remedied within 30 days of notice of the breach.
Return	On termination of this licence the Customer shall promptly return all copies of the Licensed Software to SELDEX, erase all copies of the Licensed Software from any computer system of the Customer, and certify in writing that it has done so.
Third Party Software	Where SELDEX is to supply any software belonging to a third party, the Customer shall enter into and comply with any licence required by that third party.

HIRE TERMS	
Application	Where the Customer is to hire any goods from SELDEX or otherwise to have possession of any goods belonging to SELDEX or a third party (the "Hire Goods") the following terms shall apply.
Hire Period	The period of hire shall commence on the date of delivery of the Hire Goods to the Customer. The hire period shall be as agreed in writing by SELDEX, but if the Customer is a partnership or individual shall terminate automatically 3 months from and including the date of delivery.
Title	The Customer shall have no property, right or interest in the Hire Goods other than as hirer and shall not have any right to purchase the Hire Goods.
Rentals	Subject to any agreed earlier payment terms, all Charges payable for such hire shall be payable at the latest by the last day of the hire period. The Customer's liability to pay any Charges shall not be affected by the loss, theft or damage of any Hire Goods.
Use	The Customer shall handle, use, and store the Hire Goods with reasonable care and skill and in accordance with any operating instructions.
Location	The Customer shall keep the Hire Goods at all times at the location agreed with SELDEX.

SELDEX Technology Ltd GENERAL SALES TERMS AND CONDITIONS

LIMITATION OF LIABILITY	
Liability which is limited	The liability which SELDEX is limiting in this Agreement (the "Default Liability") is SELDEX liability to the Customer (including in respect of losses suffered by the Customer or third parties) for or arising out of (1) any breach of this Agreement or any collateral agreement; (2) negligence or breach of statutory duty in or in the course of performing or otherwise in connection with this Agreement; (3) the acts or omissions of SELDEX officers, employees, agents or contractors in or in the course of performance of or otherwise in connection with this Agreement; (4) accidental or negligent misrepresentation in connection with this Agreement; (5) any Deliverables not conforming to the requirements of this Agreement; (6) any loss or damage of any property bailed to or possession of which is given to SELDEX under this Agreement; and (6) any other liability arising under or out of this Agreement, in each case whether such liability is in contract, tort, statute or otherwise.
Liability not limited	SELDEX does not limit or exclude its Default Liability for personal injury or death due to its negligence, or for fraud or fraudulent misrepresentation, or the statutory rights of a consumer, or any other liability to the extent that it may not be excluded by law.
Property Damage	SELDEX Default Liability for the cost of repairing or replacing any property lost, damaged or destroyed due to SELDEX negligence, shall be limited to £5,000,000 in aggregate for all events and circumstances giving rise to such Default Liability. All other Default Liability of SELDEX for loss or damage to any property is hereby excluded. The Customer shall bear all risks of loss or damage to any equipment, goods or other property belonging to the Customer or any other person which the Customer provides to SELDEX under this Agreement or in respect of which any Deliverables are to be provided (including fire, theft, vandalism, and accidental damage), other than damage caused by the negligence of SELDEX, from the point of hand over of that property for carriage to SELDEX until returned to the Customer, and SELDEX excludes any Default Liability it may have for such loss and damage. The Customer shall be responsible for maintaining insurance in respect of those risks. If SELDEX has any liability to that third party in negligence, tort, under the law of bailment or otherwise howsoever in respect of any loss or damage to any property, for which SELDEX would (but for the terms of this Agreement) also have a Default Liability to the Customer, the Customer shall indemnify SELDEX against such third party liability to the extent that it exceeds the liability of SELDEX for loss or damage to property under this Agreement (assuming that all limitations and exclusions of liability in this Agreement are valid).
Basic Limitation	With the exception of liability for loss or damage to property limited above, SELDEX Default Liability to the Customer shall be limited to:- (a) the total Charges payable for the Deliverables, in aggregate for all Default Liabilities, except where (b) applies; (b) where the Deliverables are periodical or continuing services, the total amount of the Charges payable in any period of 12 months for those services for all Default Liabilities arising out of or in connection with those services in respect of that period of 12 months.
General Limitation	In any event, with the exception of liability for loss or damage to property limited above, the SELDEX total Default Liability shall not exceed £50,000 in aggregate for all Default Liabilities.
Liability completely excluded	In any event, SELDEX excludes and shall not have any Default Liability for (1) any special, indirect or consequential loss, or (2) any loss of profit, use, expectation, anticipated savings, data, production, business, revenue, use, contract or goodwill, or (3) any wasted costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or expectation of the Deliverables being provided in accordance with this Agreement, or (4) losses suffered by third parties or any liability of the Customer to any third party.
Risks	The Customer acknowledges and agrees that where it is relying upon delivery of the Deliverables on time and in conformity with this Agreement for any purpose (and is entering into contracts, incurring expenditure or otherwise making any other arrangements in reliance on this, including booking event venues), that unless expressly agreed in writing by SELDEX, the Customer expressly assumes the risks of any losses and liabilities it may suffer under such arrangements should the Deliverables not be delivered on time or in conformity with this Agreement, and that SELDEX shall have no Default Liability in respect of such arrangements, risks, losses or liabilities.

CUSTOMER'S OBLIGATIONS	
General Assistance	The Customer shall assist and facilitate the performance of this Agreement by SELDEX, including ensuring that its staff assist and co-operate with SELDEX.
Information	The Customer shall promptly provide on request all information which SELDEX requires to perform this Agreement. SELDEX shall have no liability to the Customer for any errors, omissions or defects in any information provided by the Customer.
Access	Where SELDEX is to install any Deliverables or carry out any other work at any site, the Customer shall: (1) clear and prepare any relevant parts of the site ready for the installation and work by any agreed dates and in accordance with any requirements of SELDEX; (2) provide SELDEX with free and safe access to the site on foot and by vehicle, including suitable unloading and storage areas next to any building where any installation or other work is to be carried out; (3) provide SELDEX with reasonable facilities at the site near to where any work is to be carried out, including appropriate storage areas and power supply; (4) comply with all laws in relation to the site, including CONSE, and shall, where any personnel of SELDEX is to work alone, provide an escort adequately trained in health and safety to offer or be able to call for first aid assistance, and where there is more than one, have a staff member on site adequately trained in health and safety; (5) conduct and provide SELDEX prior to going on site a risk assessment, paying particular attention to the risk of electric shock and falls; (6) be responsible for carrying out and for the cost of opening up, dismantling, or demolishing and subsequent reinstatement of any works, structures, premises or equipment at the site necessary to enable SELDEX to carry out any installation or other work. SELDEX shall be entitled to make an additional charge (including for any resulting additional work, time or expense) if the Customer fails to comply with these terms.
SELDEX intellectual property rights	The Customer acknowledges that all copyright and other intellectual property rights in and to the Deliverables are and shall remain sole and absolute property of SELDEX or the third party that owns them, and that no right, licence or permission is granted in respect of them, or right, title or interest transferred in respect of them, except as expressly stated in writing in this Agreement.
Confidentiality	The Customer shall keep confidential and not disclose to any person (other than in confidence to its employees who need to know the same or as required by law) any information, software, or other materials supplied by SELDEX in connection with this Agreement, and shall return them to SELDEX or as required, except for any Deliverables which Customer is entitled to retain.
Delivery and Returns Handling	If the Customer sends any goods, equipment or other property ("Customer Property") to SELDEX under this Agreement for any purpose (including for maintenance or repairs) then: (1) if the Customer fails to include with that Customer Property a list of what has been sent to SELDEX, SELDEX decision as to what was sent to it shall be final; and (2) if the Customer includes a list of what was sent, then if SELDEX claim that any listed item is missing within 7 days of receipt, that item shall be deemed not to have been sent by the Customer. If SELDEX is to deliver any goods, equipment or property under this Agreement, the Customer shall sign such document as SELDEX shall require to confirm receipt of such goods, equipment and property.

WARRANTY	
Warranties Given	Subject to the limitations and other provisions of this Agreement, SELDEX warrants that:- (a) all third party goods, equipment and software it provides will be of the version, make and model set out in the Specification, and if they are to be installed by SELDEX or the Customer requests SELDEX to break any packaging seals and/or inspect them prior to delivery that they will be in working order and free from material damage on delivery; (b) it will provide all works and services with reasonable care and skill; (c) all installation works carried out will be free from defects (including latent defects) on delivery, but SELDEX will have no liability for defects arising or discovered later than 12 months following completion of such works. References in this Agreement to a "SELDEX Warranty" means the warranty given under this Agreement and any other express, implied or collateral warranty, term or condition as to the specification, quality, fitness for purpose or condition of any Deliverables.

Limits to Warranty	SELDEX do not warrant that the Deliverables will be free from minor interruptions, bugs, errors and defects. In relation to any software provided by SELDEX, the Customer should fully test the software prior to acceptance, and once the software has been accepted by the Customer, it is agreed that SELDEX shall have no further liability in relation to any defects, bugs or non-conformities with the requirements of this Agreement, and that the Customer takes the risk of these. SELDEX does not give any warranty in relation to the condition, quality or fitness for purpose or freedom from faults, damage or defects of any goods, equipment or software produced, manufactured or supplied by a third-party forming part of the Deliverables. Unless SELDEX is installing such goods, equipment or software, or the Customer has requested SELDEX in writing to open any packaging and/or inspect such goods, equipment or software prior to delivery, SELDEX shall have no liability if such goods, equipment or software does not work or is damaged. SELDEX will use reasonable efforts to transfer to the Customer any warranty or guarantee given by any manufacturer in relation to those Deliverables (a "Manufacturer Warranty"). SELDEX will manage on behalf of the Customer any warranty claims to be made under any Manufacturer Warranty in accordance with the terms set out below.
Warranty Time Limited	SELDEX shall not be liable for or to manage any claim under a SELDEX Warranty or Manufacturer Warranty: (1) if notified to SELDEX later than 14 days after the Customer becomes or ought reasonably to have become aware of the circumstances giving rise to a claim; (2) in the case of any such warranty given on delivery, notified to SELDEX later than 3 months from the date of delivery of the Deliverables; and (3) in the case of any such warranty given for a stated period, notified to SELDEX later than 1 month after the end of that period.
Warranty Claims	When reporting a claim under a SELDEX Warranty or a Manufacturer Warranty, the Customer shall provide full details of the claim and the Deliverables. The Customer shall allow SELDEX a reasonable opportunity to inspect any Deliverables subject to a claim, and the Customer shall at SELDEX request either hold the Deliverables ready for inspection, or return the Deliverables to SELDEX. The Customer shall give SELDEX a reasonable opportunity to correct any breach of a SELDEX Warranty, including by repair, replacement or re-performance of any Deliverables. This shall be SELDEX only liability under a SELDEX Warranty. SELDEX will use reasonable efforts to make a claim under a Manufacturer Warranty on behalf of the Customer, but will not be obliged to threaten or take legal proceedings. SELDEX may make an additional charge for any inspection, investigation, rectification or other work or services in relation to a claim if it is accepted or found not to have been a breach.
Warranty Exceptions	SELDEX shall not be liable under any SELDEX Warranty in respect of any matter, circumstance, malfunction, fault or damage: (1) discoverable on inspection at the time of delivery or acceptance of any Deliverables; or (2) resulting from or constituting normal deterioration or wear and tear; or (3) resulting from any modifications, alterations, or additions, maintenance or repairs to the Deliverables made by any person other than SELDEX or its authorised representatives; or (4) resulting from any damage to, defects in, or subsidence of any structure to which the Deliverables are affixed or attached; or (5) resulting from failure to handle, store, site, install, use, treat, maintain, and repair the Deliverables in accordance with any instructions provided by SELDEX or with reasonable skill and care; or (6) arising when the Customer could have taken reasonable steps to prevent further damage; or (7) arising from power surges, heat, dust, smoke, air conditioning, humidity, vibration, shock or water, or other external environmental conditions.

SUSPENSION AND TERMINATION	
Non-Payment	SELDEX shall be entitled to terminate this Agreement immediately by notice to the Customer, if any Charges shall become overdue and the Customer shall not pay those overdue Charges within 7 days after receiving notice of such overdue amounts.
Breach	A party may terminate this Agreement immediately by notice to the other party, if the other is in material breach which is either not capable of remedy, or if capable of remedy is not remedied within 30 days of notice of the breach.
Insolvency	A party may terminate this Agreement at any time immediately by notice to the other party (or any partner of a party who is a partnership) shall (1) be unable to pay its debts (within the meaning of Section 123 or Section 268 of the Insolvency Act 1986 as applicable), or (2) be liquidated or wound up or declared bankrupt, or (3) have a petition for winding up or bankruptcy presented against it which is not withdrawn in 30 days, or (4) pass a resolution for voluntary winding up, or (5) have a petition for the appointment of an administrator is presented against it, or (6) have an administrator, receiver or administrative receiver appointed to the whole or any part of its undertakings of assets, or (7) convene any meeting of its creditors or make an arrangement or otherwise compound or compromise with its creditors, or (8) if any equivalent event happens to that party under the laws any relevant jurisdiction.

GENERAL	
Entire agreement	This Agreement is the entire agreement between SELDEX and the Customer and cancels and supersedes any and all previous agreements, arrangements, or understandings (whether oral or written, express or implied) between SELDEX and the Customer relating to the subject matter of this Agreement. Except for the express written terms of this Agreement, the Customer acknowledges and agrees that in entering into this Agreement it has not relied on any warranty, statement, or representation of SELDEX. Nothing in this Clause shall affect any liability of SELDEX for fraudulent misrepresentation.
Transfer	The Customer shall not be entitled assign or transfer this Agreement without the prior written consent of SELDEX.
Sub-Contracting	SELDEX may sub-contract its obligations under this Agreement.
Third Party Rights	No person other than SELDEX and the Customer shall have the benefit of or be entitled to enforce or rely on any term of this Agreement, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. SELDEX and the Customer may cancel or vary any of the terms of this Agreement without the consent of any other person.
Variations	No variation to this Agreement shall be valid unless agreed to in writing by a director or duly authorised representative of SELDEX.
Invalid Terms	Each of the terms of this Agreement is separate and severable. If any term is held to be void or invalid by any court, it shall be severed from this Agreement, and the remaining terms of this Agreement shall continue in full force and effect.
Waiver	No failure, delay or forbearance by SELDEX in enforcing any term of this Agreement or exercising any right or remedy under this Agreement shall operate as a waiver of such term, right or remedy.
Notices	Notices under this Agreement shall be in writing and sent by hand, recorded delivery, first class post or fax to the other party at its address stated in this Agreement, or such other address as that party may notify as its address for notices from time to time. Notices shall be deemed to be received if sent by hand, or recorded delivery, on delivery, if sent by first class post, on the 2nd day following the day of posting, and if sent by facsimile, on completion of uninterrupted transmission.
Interpretation	In this Agreement: a reference to a "person" includes a reference to a company or other body corporate, association, partnership or individual; a reference to the singular shall include the plural and vice versa; a reference to any gender shall include every gender.
Law	This Agreement shall be governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of England and Wales.

Access	The Customer shall allow SELDEX access to the Hire Goods for the purposes of inspection, removal, operation and maintenance promptly on request.
Risk	The Hire Goods shall be at the risk of the Customer from the date of delivery to the Customer, until the date they are re-delivered to or collected by SELDEX from the Customer.
Loss and Damages	The Customer shall protect the Hire Goods from theft, loss or damage. If any Hire Goods are lost, stolen or damaged for any reason other than the negligence or default of SELDEX, the Customer shall pay to SELDEX the cost of repairing, replacing or recovering those Hire Goods. Replacements for any Hire Goods shall be on a new for old basis.
Insurance	Unless otherwise stated in the Specifications, the Customer shall insure all Hire Goods against theft and all usual risks of loss or damage with reputable insurers for their full replacement value, under a policy which names SELDEX as additional insured, is without excess, and confirms that the insurers are not entitled to replace the Hire Goods.
Transfer	The Customer shall not part possession with, loan, hire, sell, dispose of, destroy or charge as security the Hire Goods.
Return	The Customer shall promptly return all Hire Goods to SELDEX at the end of the hire period or on earlier termination and shall pay SELDEX reasonable costs (including legal costs) in recovering any Hire Goods which the Customer fails to return.

Excluded Warranties	All warranties, conditions, or terms implied by statute, common law, custom, trade or otherwise with respect to the condition, quality, performance, operation, fitness for purpose or suitability of the Deliverables are hereby excluded to the fullest extent permitted by law.
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