

## LTE SCIENTIFIC LTD

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### LTE SCIENTIFIC TERMS AND CONDITIONS OF MAINTENANCE (T&Cs)

This document sets out the T&Cs on which LTE Scientific Limited (“Us”, “Us”, “Our”) is willing to supply you (“You”, “Your”) with maintenance services.

Please note that these T&Cs contain limitations on Our liability.

#### 1. Definitions and interpretation

1.1 In these T&Cs the following words and expressions shall have the following meanings:

“**Charges**” means all amounts payable by You to Us under the Contract including the Standard Maintenance Charges;

“**Consumables**” means non-durable items used in the operation of the Equipment;

“**Corrective Maintenance**” means in accordance with clause 5.4 making any adjustments to the Equipment or replacing any parts or components of the Equipment in each case, as required to restore the Equipment to Good Working Order;

“**Contract**” means the contract between Us and You for the maintenance of the Equipment in accordance with these T&Cs;

“**Equipment**” means the equipment which We are to maintain for You which may be set out in the Quotation;

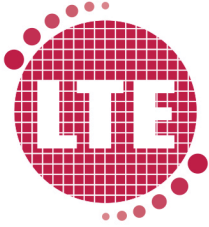
“**Effective Date**” means the date when the Contract is to begin;

“**Excluded Causes**” means:

- (i) the use of the Equipment with equipment or materials not supplied or approved in writing by Us;
- (ii) any maintenance, alteration, modification or adjustment performed by persons other than Us or Our agents unless approved in writing by Us;
- (iii) You or any third party moving the Equipment unless approved in writing by Us;
- (iv) the use of the Equipment in breach of any of the provisions of the agreement under which the Equipment was supplied;
- (v) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Equipment;
- (vi) a failure or malfunctioning of the services utilised by the Equipment including water, steam and air;
- (vii) a failure or malfunctioning of the air conditioning or other environmental controls required for the normal operation of the Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by You; or
- (viii) Your neglect or misuse of the Equipment;
- (ix) a failure or malfunctioning of consumable items;

“**Good Working Order**” means operating in accordance with the applicable specification of the manufacturer of the Equipment;

“**Initial Term**” means the initial term of the Contract;



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“**Inspection Fee**” means our Fee for inspecting the Equipment to determine what work is necessary before We are prepared to maintain it;

“**Location**” means the address where the Equipment is to be maintained which shall be Your principal place of business unless otherwise agreed in writing;

“**Order**” means Your order for the maintenance of the Equipment by Us;

“**Quotation**” means the quotation provided by Us to You, setting out Your details, the Equipment to be maintained, the Standard Maintenance Charges, the Effective Date, the Initial Term and any other relevant terms agreed between us;

“**Routine Maintenance**” means testing that the Equipment is functional, making any adjustments as may be required to ensure the Equipment remains in Good Working Order and replacing any Consumables that require replacing in accordance with clause 5.2;

“**Services**” means Routine maintenance and Corrective Maintenance;

“**Spare Parts**” means all spare components and subassemblies of the Equipment supplied for installation in the Equipment as part of the provision of the Services;

“**Standard Maintenance Charges**” means the charges payable in consideration of the provision of the Routine Maintenance and Corrective Maintenance;

“**Term**” means the term of the Contract;

“**Warranty**” means the warranty set out in Clause 10 below;

“**Website**” means our website at [www.lte-scientific.co.uk](http://www.lte-scientific.co.uk);

“**Working Day**” means a day which is not a weekend or public holiday at the Location;

“**Working Hours**” means LTE’s standard working hours at the Location which shall be a period of 8 hours between 7am and 6pm on any Working Day.

### 1.2 In these T&Cs:

- 1.2.1 any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders;
- 1.2.2 reference to persons shall include a natural person, bodies corporate, partnerships, unincorporated associations and any other legal or commercial entity or undertaking;
- 1.2.3 reference to a party includes its successors and permitted assigns;
- 1.2.4 reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- 1.2.5 where a party is required to perform an obligation then that person shall, unless otherwise expressly stated to the contrary, bear all cost and expense associated with the performance of the obligation in question;
- 1.2.6 the words include, includes, including and included will be construed without limitation; and
- 1.2.7 a reference to **writing** or **written** includes email.

## 2. BASIS OF AGREEMENT

- 2.1 You acknowledge that these T&Cs apply to any and all contracts for the maintenance of equipment entered into by Us.
- 2.2 By placing an Order with Us (whether in respect of a Quotation or otherwise) You acknowledge and offer to deal on these T&Cs to the exclusion of any other terms that You seek to impose or incorporate (or which are implied by trade, custom, practice or course of dealing), warranties or representations (other than those made fraudulently). You shall not, and shall ensure that Your personnel shall not, attempt to bind Us to terms and conditions which are not these T&Cs.



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- 2.3 No variation to these T&Cs shall be binding unless agreed in writing and signed by authorised representatives on behalf of each party.
- 2.4 Our employees and agents are not authorised to make any representations concerning the Services unless confirmed by Us in writing. In entering into the Contract, You acknowledge that You do not rely on any such representations which are not so confirmed. You irrevocably and unconditionally waive any right You may have to claim damages and/or to rescind the Contract as a result of any misrepresentation (other than those made fraudulently) whether or not contained in the Contract.
- 2.5 The Quotation does not constitute an offer by Us to supply the Services. The Contract is formed when We accept Your offer or Order.
- 2.6 Any Quotation given by Us is only valid for the period stated in the Quotation, or if none is stated, a period of 3 months from its date of issue, after which time We reserve the right to change any of the details contained in the Quotation.
- 2.7 Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Services or the Equipment contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the items described in them. They shall not form part of the Contract nor have any contractual force.
- 2.8 Any advice or recommendation given to You by Us, our employees or agents as to the storage, application or use of the Equipment which is not confirmed by Us in writing is acted upon entirely at Your own risk and We shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.9 Any error or omission in any sales literature, Quotation or Acknowledgement of Order, price list, invoice or other document issued by Us shall be subject to correction by Us without any liability on Our part.
- 2.10 You shall be responsible to Us for ensuring the accuracy of the terms of any Order placed by You and for giving Us any necessary information relating to the Equipment and all assistance reasonably requested by Us within a sufficient time to enable Us to maintain the Equipment.
- 2.11 No order which has been accepted by Us may be cancelled in whole or in part by You except with Our agreement in writing and on terms that You shall indemnify Us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses which are or will be incurred by Us as a result of the cancellation.
- 3. COMMENCEMENT AND TERM**
- 3.1 The Contract shall commence on the Effective Date for the Initial Term and shall continue after that for consecutive periods of one year unless terminated by no less than 3 months' notice in writing given by either party to the other expiring on or before the end of the Initial Term or any subsequent anniversary of the Effective Date.
- 4. INSPECTION OF THE EQUIPMENT (IF APPLICABLE)**
- 4.1 On or shortly after the Effective Date and following Your payment of the Inspection Fee, We shall carry out an inspection of the Equipment to determine whether it is in Good Working Order.
- 4.2 If We find the Equipment to be in Good Working Order, We shall promptly confirm this to You in writing.
- 4.3 If We find the Equipment not to be in Good Working Order, We shall issue a quotation to You for the work and parts required to restore the Equipment to Good Working Order.
- 4.4 If You accept the quotation referred to in clause 4.3, We shall carry out the work in accordance with the quotation. Upon completion of the work We shall submit Our invoice for the work and upon payment of such invoice We shall issue a certificate to You confirming that the Equipment is in Good Working Order.
- 4.5 If You do not accept the quotation, this agreement shall terminate automatically and without notice and without liability to either party, save that We shall be entitled to retain the Inspection Fee.
- 5. PROVISION OF MAINTENANCE**
- 5.1 We shall supply the Services to You during the Term.
- 5.2 One of Our representatives shall attend the Location at such frequency as We reasonably determine to perform the Routine Maintenance during Working Hours at such times as may be agreed in advance between us from time to time.
- 5.3 If Our representative discovers that the Equipment is defective or is malfunctioning or has failed or is not otherwise in Good Working Order during the Routine Maintenance, the representative will use all reasonable endeavours to repair it during that visit at the Location.



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5.4 If You notify Us that the Equipment is defective or is malfunctioning or has failed or is not otherwise in Good Working Order, one of Our representatives shall attend the Location as soon as reasonably possible during Working Hours to perform Corrective Maintenance. You shall pay for Our time at Our standard rates if Our representative determines there is no fault with the Equipment.

5.5 Where it is not reasonably practicable for Our representative to complete maintenance of the Equipment at the Location on their first visit, the representative shall either arrange for a further visit to the Location within Working Hours to complete the repair, or remove or arrange for the removal of the Equipment (or part of the Equipment, if applicable) for repair off-site. We shall not be liable for any delay in providing the relevant Maintenance if in Our reasonable opinion We need to remove the Equipment (or part of the Equipment, if applicable) for repair off-site and You unreasonably refuse this request.

5.6 We shall procure that Our representatives shall, while on site at the Location, comply with Your reasonable health and safety and security policies provided that these have been brought to the attention of Our representatives.

5.7 Time of performance of the Services shall not be of the essence.

## 6. SPARE PARTS AND CONSUMABLES

6.1 We shall supply and fit such Spare Parts and Consumables as are required to maintain the Equipment in Good Working Order or to restore the Equipment to Good Working Order.

6.2 All Spare Parts and Consumables shall be new. We will transfer to You, with full title guarantee and free from all third-party rights, all the Spare Parts and Consumables that We provide to You and the Spare Parts shall become part of the Equipment upon their installation in the Equipment.

## 7. YOUR OBLIGATIONS

7.1 You shall at all times during the Term:

7.1.1 use the Equipment only in accordance with the instructions and recommendations of the manufacturer of the Equipment or as We may advise from time to time;

7.1.2 permit only trained and competent personnel to use the Equipment;

7.1.3 notify Us promptly if the Equipment is discovered to be defective or malfunctioning or has failed or is otherwise not in Good Working Order;

7.1.4 keep the Equipment in the environmental conditions recommended by its manufacturer or as We may advise from time to time;

7.1.5 not allow any other person than Our representatives to adjust, maintain, repair, replace or remove the Equipment or any part of it, unless We agree otherwise in writing; and

7.1.6 not move the Equipment from the Location without Our prior written consent (such consent not to be unreasonably withheld or delayed).

7.2 You shall ensure that Our representatives have:

7.2.1 full and free access to the Location and to the Equipment;

7.2.2 full uninterrupted services required for the operation of the Equipment;

7.2.3 full and free access to any records of its use kept by You; and

7.2.4 adequate and safe working space and facilities

in each case as reasonably required to enable Us to perform Our obligations under the Contract.

7.3 You shall provide Us with such information concerning the Equipment, its application, use, location and environment as We may reasonably request to enable Us to perform Our obligations under the Contract.

7.4 You shall take all such steps as may be necessary to ensure the safety of Our representatives when attending the Location.

7.5 You shall report that the Equipment is defective or malfunctioning or has failed or is otherwise not in Good Working Order in such manner as We may reasonably require from time to time.

7.6 You shall appoint a manager for the receipt of the Services who shall have authority to contractually bind you on all matters relating to the Services. You shall use all reasonable endeavours to ensure that the same person acts as Your manager throughout the Term but may replace that person from time to time where reasonably necessary in the interests of Your business.



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7.7 If Our performance of Our obligations under this agreement is prevented or delayed by any act or omission by You, Your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy We may have, We shall be allowed a reasonable extension of time to perform Our obligations and shall be entitled to charge for Our wasted time at Our standard rates.

### 8. EXCLUDED MAINTENANCE

8.1 We are not obliged to perform any Services required to restore or repair any defect or malfunctioning or failure in the Equipment to comply with Good Working Order where the defect or malfunctioning or failure results from or is caused by Excluded Causes.

8.2 Where We perform the Services in circumstances where the Equipment was not in Good Working Order due to any of the Excluded Causes, We may charge, and You shall pay, Our standard charges from time to time in respect of that work including in respect of investigating and determining the cause of the defect in or malfunctioning of the Equipment.

### 9. CHARGES AND PAYMENT

9.1 In consideration of the performance of the Routine Maintenance and the Corrective Maintenance You shall pay to Us the Standard Maintenance Charges.

9.2 Except where specifically agreed to the contrary in the Contract, the Standard Maintenance Charges do not include the provision of Spare Parts or Consumables and You shall pay to Us our standard charges for such items from time to time.

9.3 Where Our charges are calculated on a time and materials basis:

9.3.1 Our daily fee rates shall be calculated on the basis of an eight-hour day, worked during Working Hours;

9.3.2 We shall ensure that every individual whom We engage on the Services completes time sheets to record time spent on the Services and We shall indicate the time spent per individual in Our invoices.

9.4 Except where expressly provided, the Charges shall be inclusive of all expenses and the cost to Us of any materials or services procured by Us from third parties for the provision of the Services other than Spare Parts and Consumables.

9.5 We may increase the Standard Maintenance Charges on an annual basis with effect from each anniversary of the Effective Date by such amount as We consider appropriate in the then prevailing market circumstances.

9.6 We shall invoice You annually in advance in respect of the Standard Maintenance Charges and at the end of each month for Services performed on another charge basis and for Spare Parts and Consumables and any other item or service supplied during that month.

9.7 The Charges are exclusive of any applicable duties and value added tax, which You shall be additionally liable to pay to Us.

9.8 You shall make payment to Us in respect of all invoices in full and without any deduction or set off (whether in relation to such invoice or otherwise) within 30 days after the date of invoice unless other payment terms have been agreed. Time of payment shall be of the essence.

9.9 If We have not received full payment of any amount payable to Us under the Contract by the due date then, without prejudice to Our rights, We shall be entitled to:

9.9.1 sue for the entire amount due; and/or

9.9.2 charge interest (both before and after any judgment) at the rate of 5% over the base rate from time to time of Barclays Bank PLC on the outstanding balance; and/or

9.9.3 recover from You any reasonable expenses and any legal costs incurred by Us in taking steps, including court action, to enforce Your obligations under the Contract for the payment of any amounts You owe Us; and/or

9.9.4 suspend further performance of the Services which We have agreed to supply to You.

### 10. WARRANTY AND LIABILITY

10.1 We warrant on an ongoing basis that We shall discharge Our obligations under the Contract using personnel of the required skill, experience and qualifications and with all due skill, care and diligence including in accordance with good industry practice, namely the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

10.2 We warrant that all Spare Parts, Consumables and equipment supplied or used in the course of the provision of the Services shall operate materially in accordance with their technical specifications and where there is no relevant technical specification be made with sound materials and workmanship to normal standards accepted in Our industry.



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- 10.3 We Warrant that following provision of Maintenance the Equipment shall (subject to fair wear and tear) and subject to manufacturing tolerances correspond with the manufacturer's specification for the Equipment.
- 10.4 We shall have no liability under the Warranty in respect of any defects in the Equipment or non-compliance with the Warranty arising from Excluded Causes.
- 10.5 No claim may be made under the Warranty unless the claim is made in writing within 30 days after You became or ought reasonably to have become aware of the circumstances giving rise to the claim.
- 10.6 In the event of any valid claim under the Warranty or otherwise under the Contract being made by You, We shall be entitled (but not obliged) in full satisfaction of Our liabilities to repair or provide replacements for the Equipment in question. If We do not do so, Our liability for breach of Our obligations in respect of Services for any such Equipment shall not exceed the Price originally paid for the Equipment less depreciation on a straight-line basis over five years. You shall preserve any Equipment in respect of whose maintenance does not comply with the Warranty for inspection by Us and shall return them to Us at Our cost if We so request.
- 10.7 The restrictions on liability in this Clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.8 We exclude all warranties, conditions, guarantees and representations (except those made fraudulently) as to quality or fitness for a particular purpose of or otherwise relating to the Services or the Equipment whether express or implied, oral or in writing, except those expressly stated in the Contract.
- 10.9 We shall be liable to You for any direct physical damage to Your property to the extent that it results from Our (or Our employees') negligence in connection with the Contract up to a maximum of Our public liability insurance cover from time to time in respect of any one event or series of events.
- 10.10 Except pursuant to Clause 7.13, Clause 7.10 and Clause 8, We shall not in any event be liable for any indirect, special or consequential damages, howsoever arising or for loss of anticipated profits in connection with or arising out of the furnishing, functioning or use of the Services or any item or advice or service provided or otherwise in connection with the Contract and shall not be liable for any other damages except as provided in the Contract.
- 10.11 Except pursuant to Clause 7.13 and Clause 8, no action, regardless of form, arising out of the transactions under the Contract may be brought by You more than 2 years after the cause of action has accrued.
- 10.12 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or any other liability which cannot be excluded or limited as a matter of law.

## 11. TERMINATION AND CONSEQUENCES OF TERMINATION

- 11.1 Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if:
- 11.1.1 You commit a material breach of Your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within 20 days after receipt of notice in writing to do so;
- 11.1.2 You fail to pay any amount due under the Contract on the due date for payment;
- 11.1.3 You take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 11.1.4 You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business;
- 11.1.5 Your financial position deteriorates so far as to reasonably justify the opinion that Your ability to give effect to the terms of the Contract is in jeopardy;
- 11.1.6 You undergo a change of Control (as defined in section 1124 of the Corporation Tax Act 2010); or
- 11.1.7 We reasonably apprehend that any of the events specified in Clauses 9.1.1 - 9.1.6 are about to occur in relation to You and notify You accordingly.
- 11.2 In the event of termination by Us pursuant to Clause 9.1 above then, without prejudice to any other right or remedy available to Us, We shall be entitled to cancel the Contract or suspend any further provision of the Services without any liability to You and, if the Services



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have already been provided but not paid for, the price of such Services shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11.3 On termination of the Contract You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of the Services but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt.

## 12. CONFIDENTIALITY

12.1 Each party agrees to maintain confidential the terms of the Contract and all information obtained from the other pursuant to the Contract, to respect the other's proprietary rights in it, to use it exclusively for the purpose of the Contract and to disclose the same only to those of its respective directors, officers and employees or professional advisors to the extent that such disclosure is reasonably necessary and proper for the purpose of the Contract, their duties or position.

12.2 Each party shall procure that all persons to whom it provides access to any information of the other shall be made aware of and subject to these obligations.

12.3 The obligations imposed by this Clause 12 shall not apply to any information which:

12.3.1 is at the date of the Contract generally known to the public or later becomes generally known to the public otherwise than by reason of breach of the recipient's obligations under these T&Cs;

12.3.2 is prior to disclosure under the Contract in the possession of the recipient free of any obligation of confidentiality;

12.3.3 subsequent to disclosure under the Contract becomes lawfully available to the recipient from a source independent of the other;

12.3.4 is independently developed by a party without recourse to any information supplied by the other party; or

12.3.5 either party is required to disclose by law or by the rules of any governmental or other regulatory body (including any applicable stock exchange or by a court or other authority of competent jurisdiction) provided that the party that is required to make the disclosure in question gives the other as much notice of that disclosure as possible and takes into account the reasonable requests of the other in relation to the content of this disclosure.

12.4 All materials, equipment and tools, drawings, specifications and data supplied by Us to You shall, at all times, be and remain Our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You until returned to Us and shall not be disposed of or used other than in accordance with Our written instructions or authorisation.

## 13. NON-INTERFERENCE

13.1 You shall not for the Term and for 6 months after its expiry employ or engage in connection with the maintenance of the equipment and person who has been employed or engaged by Us during the Term who has been directly involved in the provision of the Services to You.

## 14. DATA PROTECTION

14.1 We will process all of Your personal data in accordance with Our Privacy Policy which is available on our Website at <https://www.lte-scientific.co.uk/privacy-policy/>.

## 15. LAWS, REGULATIONS AND LICENCES

15.1 You shall comply with all laws and regulations relating to the ownership and use of the Equipment including health and safety requirements and shall indemnify Us against any loss suffered or expense incurred by Us as a result of You failing to do so.

15.2 You shall ensure that all appropriate safety information (whether or not supplied by Us) is distributed and drawn to the attention of Your employees and contractors who require it for the safe handling or use of the Equipment.

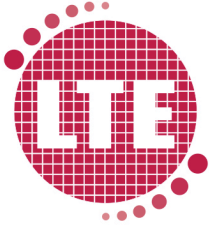
## 16. FORCE MAJEURE

16.1 Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (other than an obligation to pay sums) if that delay or failure result from events, circumstances or causes beyond its reasonable control. In those circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

## 17. ANTI-BRIBERY, MODERN SLAVERY AND TAX AVOIDANCE COMPLIANCE

17.1 Each of Us shall:





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- 17.1.1 comply with all laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall ensure that our employees, representatives, subcontractors and agents comply with such laws;
- 17.1.2 have and shall maintain in place during the continuance of the Contract, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and each of Us will enforce them where appropriate;
- 17.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the Contract;
- 17.1.4 upon request, certify to the other, in writing, that it has complied with this Clause 14 and each of Us shall provide such supporting evidence of compliance as the other shall reasonably require; and
- 17.1.5 ensure that all persons associated with them in relation to the Contract comply with this Clause 14.
- 17.2 Each party may disclose the Contract and any information that it obtains in connection with it to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the Bribery Act 2010.
- 17.3 Each party will ensure that it shall comply in all respects with all applicable legal, regulatory and other requirements relating to anti-corruption and modern slavery including the Criminal Finances Act 2017 and the Modern Slavery Act 2015 and any equivalent legislation in any other jurisdiction in which the relevant party operates.
- 18. GENERAL**
- 18.1 We may sub-contract Our obligations (or any part thereof) under the Contract.
- 18.2 We reserve the right not to repair or otherwise handle Equipment which We believe are contaminated with hazardous chemical, biological or radioactive materials. Before Our representatives are given access to any Equipment You shall either give a signed declaration that the Equipment is free from all such contamination or give a written warning that the Equipment could be contaminated and provide the necessary expert advice on safe handling, cleaning and decontamination.
- 18.3 The remedies available to Us under the Contract shall be without prejudice to any other rights, either at common law or under statute, which We may have against You.
- 18.4 Our failure or delay to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Our right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 18.5 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
- 18.6 Any notice or communication in writing required or permitted to be served on or given to either party under the Contract shall be sent to the other party at its address which it has last notified to the sending party prior to the date of the notice and shall be deemed to have been served or given when actually received or, if sent by mail to such address and returned marked "gone away" or "not known" or to the like effect, on return of such mail.
- 18.7 The Contract is personal to You and You may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without Our prior written consent.
- 18.8 No agent of Ours has any authority to accept any order or make any contract binding on Us.
- 18.9 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.
- 18.10 In the event of any conflict between the provisions of the Contract and of any other document referred to in it, the provisions of the Contract shall prevail.
- 18.11 The construction, validity and performance of the Contract is governed by the law of England and the parties accept the jurisdiction of the English Courts. You shall have the right to commence proceedings solely in the English Courts but We shall have the right to commence proceedings either in the English Courts or in the courts of the country in which the Equipment are delivered or of the country in which You are resident or which otherwise have jurisdiction.