



INTEGRITAS IQ

SUBSCRIPTION TERMS AND CONDITIONS

These Conditions apply to the Customer's use of the Services made available by the Supplier on a subscription basis.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Access Code: an emergency pin code, a challenge response unlock code or similar, issued by the Supplier to access a Locking System.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services in relation to the Vehicles, as further described in clause 2.2.

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

Contract: the agreement in writing between the Supplier and the Customer under which the Supplier agrees to make the Services available to the Customer.

Contract year: a 12 month period commencing on the Effective Date or any anniversary of it.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Administrator: an Authorised User designated as such in writing by the Customer and approved by the Supplier. A Customer Administrator shall have the authority to add and manage User Subscriptions and Authorised User Accounts on behalf of the Customer, and to raise support requests.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 ("**DPA 2018**"), UK GDPR (as defined in section 3(10) of the DPA 2018) and the Privacy and Electronic Communications Regulations 2003, as amended or updated from time to time. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** shall have the meanings as defined in the Data Protection Legislation.

Effective Date: the date on which the Services are to commence, as set out in the Contract (or if no such date is stipulated, the date when the Customer first has access to the Services)

Initial Subscription Term: the initial term of the Contract, as set out in the Contract.

Locking System: a locking system or door supplied by the Supplier and equipped to a Vehicle

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Security Tag: an RFID transponder tag, fob, key or similar, issued by the Supplier to access a Locking System.

Services: the subscription services provided by the Supplier to the Customer, as more particularly described in the Contract, including access to the Software.

Software: the Supplier's Integritas software (together with any other software specified in the Contract), to be made available by the Supplier via the Website as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the Services, as set out in the Contract.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier: Maple Fleet Services Limited, a company registered in England and Wales with number 03335374, whose registered office is at Maple House, Crown Royal Industrial Park, Shawcross Street, Stockport, Cheshire, SK1 3EY.

User Subscriptions: the user subscriptions set out in the Contract, together with any additional user subscriptions purchased by the Customer pursuant to clause 3, which entitle the Authorised Users to access and use the Services in relation to the Vehicles, in each case accordance with these Conditions.

Vehicle: a vehicle to which the Supplier has equipped a Locking System to which the Services relate, as set out in the Contract or otherwise agreed in writing between the Supplier and the Customer from time to time.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: www.integritas-secure.net or any other website notified to the Customer by the Supplier from time to time,

- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.6 A reference to **writing** or **written** excludes fax but not email.
- 1.7 These Conditions shall apply to and be incorporated into the Contract.
- 1.8 No variation to the Contract or these Conditions shall be binding unless agreed in writing by an authorised representative of the Supplier.
- 1.9 The Supplier shall be entitled to amend these Conditions with effect from the commencement of a Renewal Period, on giving not less than 60 days' notice in writing to the Customer of the proposed change, or at any time during the Initial Subscription Term or a Renewal Period if the change is required to comply with any applicable law, by giving to the Customer notice in writing of the proposed change.

2. User Subscriptions

- 2.1 Subject to the Customer purchasing User Subscriptions in accordance with clause 3.3 and clause 10.1, the restrictions set out in this clause 2, and the other provisions of these Conditions, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to access and use the Services during the Subscription Term solely for the Customer's internal business operations.
- 2.2 The Supplier will provide login credentials for the Customer Administrators. The Customer Administrators shall have the authority of the Customer to create and manage User Subscriptions and Authorised User accounts in accordance with these Conditions. The Customer Administrator shall create and manage login credentials for the Authorised Users unless the Supplier has agreed in writing to do this at the specific request of the Customer.
- 2.3 **The Customer understands and acknowledges that individual Authorised Users will have the ability to request the issue of Security Tags and Access Codes (granting**

access where applicable to a Locking system). It is the Customer's sole responsibility to manage the list of Authorised Users and ensure it is kept up to date.

2.4 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of Authorised Users for which the Customer has purchased User Subscriptions from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
- (c) each Authorised User shall keep a secure password for their use of the Services, and that each Authorised User shall keep their password confidential; and
- (d) it shall be responsible at all times for maintaining and updating the list of current Authorised Users (and their contact information) and it shall notify the Supplier in writing immediately of any changes to that list.

2.5 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable access to any material that breaches the provisions of this clause.

2.6 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the Services in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
 - (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
 - (c) use the Services to provide services to third parties; or
 - (d) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Software or the Services, other than as provided under this clause 2; or
 - (f) introduce or permit the introduction of, any Virus into the Software or the Services or the Supplier's network and information systems.
- 2.7 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software or the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.8 The rights provided under this clause 2 are granted to the Customer only.

3. Additional User Subscriptions

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Contract and the Supplier shall grant access to the Services to such additional Authorised Users in accordance with the provisions of this agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions.
- 3.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Contract and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Services

- 4.1 The Supplier shall, during the Subscription Term, provide the Services to the Customer subject to these Conditions.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Software available 24 hours a day, seven days a week, except for essential maintenance and any previously notified planned maintenance but gives no warranty as to the availability of the Software. The Supplier shall use commercially reasonable endeavours to make the Services, other than the Software, available as stated in these Conditions.
- 4.3 The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services via a dedicated telephone helpline during Normal Business Hours. The Customer may purchase enhanced support services separately at the Supplier's then current rates.
- 4.4 The Supplier will only issue replacement Security Tags and Access Codes in accordance with and subject to the terms of an agreed Consent to Security Protocol and Waiver.

5. Customer Data

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 The Supplier shall follow its archiving and back procedures for Customer Data as set out in its back-up policy (available on the Website or as provided electronically to the Customer by The Supplier, as such document may be amended by the Supplier in its sole discretion from time to time). In the event of any loss or damage to Customer Data, the Supplier shall use all reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its back-up policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 5.3 The Supplier shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Customer Data available on the Website or as provided electronically to the Customer by the Supplier, as such document may be amended from time to time by the Supplier in its sole discretion.

6. Data Protection

- 6.1 In clauses 6.2 ,6.3 and 6.4,

- (a) **Data Protection Legislation** means, as applicable, (i) the Data Protection Act 2018 and (ii) unless and until the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 2018 GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time;
- (b) **Business Contact Details** means the business contact information of personnel engaged by either party (and any Permitted Affiliates), specifically the name, business telephone number, business email address, business postal address and/or the job title of such personnel;
- (c) The expressions **personal data**, **controller**, **processor** and **process** bear the meaning given to that expression in GDPR.

6.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

6.3 The parties acknowledge and agree that

- (a) each party is a controller for the personal data it processes in connection with the Contract;
- (b) each party is responsible for its own compliance with its data protection obligations under Data Protection Laws with regard to its processing of personal data; and
- (c) the only personal data to be transmitted between the parties is Business Contact Data.
- (d) If a party (the Disclosing Party) discloses Business Contact Data to the other party (the Recipient), the Disclosing Party shall ensure that such disclosure is lawful and the Recipient shall only process the Disclosing Party's Business Contact Data:
- (e) to the extent necessary to perform its obligations under the Contract or as is otherwise necessary to comply with a legal obligation; and
- (f) in compliance with Data Protection Legislation.

6.4 In the event that clause 6.3 becomes or will become inaccurate or incomplete before the termination of the Contract, the parties agree to negotiate in good faith to vary these Conditions or enter into a data sharing or data processing agreement (as the case may be) as soon as reasonably practicable in order to: (i) reflect the personal data being transmitted between the parties; and (ii) ensure that the transmission and processing of such personal data complies with all applicable requirements under Data Protection Legislation.

7. Third party providers

The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third-party's website or online service, whether referred to on, or accessed via, the Services or otherwise.

8. Supplier's obligations

8.1 The Supplier shall perform the Services substantially in accordance with reasonable skill and care.

8.2 The Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9. Customer's obligations

9.1 The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to the Contract; and
 - (ii) all necessary access to such information as may be reasonably required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities when using the Services;
- (c) ensure that the Authorised Users use the Services in accordance with these Conditions and shall be responsible for any Authorised User's breach of these Conditions;
- (d) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (e) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links, and all problems, conditions, delays, delivery failures

and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

- (f) ensure that , where it is available, two factor authentication is enabled at all times for all Authorised Users; and
- (g) ensure that the list of Authorised Users and any agreed Security Protocols are accurate and up to date at all times.

10. Charges and payment

- 10.1 The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 10 and the Contract.
- 10.2 The Subscription Fees are calculated based on the applicable User Subscriptions stated in the Contract or as may be adjusted in accordance with clause 3.3.
- 10.3 The Subscription Fees do not include the cost of any replacement parts, or replacement or additional Security Tags, which will be charged for separately by the Supplier at its then current rates. The Supplier's Terms and Conditions for the supply of Goods and Services, a copy of which can be found at [\[hyperlink\]](#) will apply to the sale of any such items.
- 10.4 In the absence of anything expressly agreed in the Contract, the Supplier shall invoice the Customer:
 - (i) on or before the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term and the Customer shall pay such invoice before the Effective Date;
 - (ii) subject to either party giving notice to terminate pursuant to clause 14.1, prior to the commencement of the next Renewal Period for the Subscription Fees payable in respect of that Renewal Period and the Customer shall pay such invoice before the commencement of the Renewal Period;
 - (iii) and in all other cases, the Customer shall pay the Supplier's invoices within 30 days after the date of such invoice.
- 10.5 If the Supplier has not received payment of the Subscription Fees on or before their due date, or if the Customer is subject to any of the events listed in clauses 14.2(c) to (g), and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while sums remain unpaid; and interest shall accrue on a daily basis on such due amounts at an annual rate of 8% commencing on the due date and continuing until fully paid, whether before or after judgment.

10.6 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling;
- (b) are non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

10.7 The Supplier shall be entitled to increase the Subscription Fees and/or the fees payable in respect of any additional User Subscriptions to be purchased pursuant to clause 3.3, at the start of each Renewal Period upon 60 days' prior notice to the Customer and the Contract shall be deemed to have been amended accordingly.

11. Proprietary rights

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, the Contract and these Conditions do not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

11.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

12. Indemnity

12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services otherwise than in accordance with these Conditions.

12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services in accordance with these Conditions infringes any third party patent effective as of the Effective Date, copyright, trade mark, database right or other intellectual property right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (b) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
 - (c) the Customer's breach of these Conditions.
- 12.5 The foregoing and clause 13.4 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement or alleged infringement of any third party patent, copyright, trade mark or database right by the Supplier.

13. Limitation of liability

- 13.1 The following definitions apply in this clause 13:
- (a) liability: every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
 - (b) default: any act or omission resulting in one party incurring liability to the other.
- 13.2 Except as expressly and specifically provided in these Conditions:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - (c) the Services are provided to the Customer on an "as is" basis.
- 13.3 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any other liability which cannot be limited or excluded by applicable law.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) the Supplier shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) wasted expenditure,
 - (iv) depletion of goodwill and/or similar losses,
 - (v) loss or corruption of data or information, or
 - (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) the Supplier's total aggregate liability to the Customer (including in respect of the indemnity at clause 12.2), in respect of all defaults shall not exceed the cap.
- (c) In clause 13.4(b), the cap is the total Subscription Fees paid in the Contract Year in which the defaults occurred.

13.5 The Supplier shall not be liable for any delay or failure to perform any of its obligations under the Contract where such delay or failure is caused by an act or omission of the Customer or a failure by the Customer to comply with its obligations under these Conditions.

13.6 Nothing in these Conditions excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

14. Term and termination

14.1 The Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, shall be automatically renewed for successive periods of 12 months or such other period as is stated in the Contract (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) it is otherwise terminated in accordance with the provisions of these Conditions;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for 10 Business Days or more;
- (b) the Customer commits a material breach of any other term of the Contract or of these Conditions, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (c) 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;
- (d) 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 other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the Customer;
- (e) 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;
- (f) a receiver or administrative receiver is appointed over the assets of the Customer; or
- (g) 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 clause 14.2(c) to clause 13.2 (f) (inclusive);

14.3 On termination of the Contract for any reason:

- (a) all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination

(whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

Neither party shall be in breach or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 90 days, the party not affected may terminate the Contract by giving written notice to the affected party.

16. Waiver

- 16.1 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.
- 16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

17. Severance

- 17.1 If any provision or part-provision of these Conditions 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 the Conditions.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. Entire agreement

- 18.1 The Contract, these Conditions and any documents expressly referred to therein, constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract or these Conditions.

19. Assignment

- 19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 19.2 The Supplier 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 the Contract.

20. Third party rights

These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

21. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).