



STANDARD TERMS AND CONDITIONS OF SUPPLY

This Contract sets out the terms and conditions on which the Customer may order goods and services from UTS.

1. INTERPRETATION

1.1 DEFINITIONS:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.

Contract: each contract between UTS and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions and the Order Form.

Contractor: any third party engaged by UTS to assist with the provision of the Goods or Services.

Customer: the person or firm who purchases the Goods and/or Services from UTS as stated in the Order Form.

Data Protection Legislation: the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR.

Fair Use Policy: such policy as may be issued by UTS to the Customer with each Order regarding the use of the Goods.

Force Majeure Event: an event or circumstance beyond a party's reasonable control, which for the avoidance of doubt includes but is not limited to:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination, or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) non-performance by or poor performance of installers, whether UTS's or a Contractor's;
- (h) where installation of Goods has been carried out by a third party prior to UTS providing the Services and such Goods become defective or do not operate properly;
- (i) defective Goods or defective Software supplied to UTS by its suppliers;
- (j) failure or interrupted service of any Software or platforms operated by third parties;
- (k) failure of services supplied by third party network providers;
- (l) change in the operating procedures of the manufacturer of Goods;
- (m) interruption or failure of utility service; and
- (n) acts or omissions of third party service providers in relation to the installation of Goods into the vehicle (which the Customer acknowledges is the responsibility of such third parties), including any damage to vehicles or consequential losses arising out of such acts or omissions.

Goods: the goods (or any part of them) set out in the Order.

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

Minimum Rental Period: such period as set out on the Order Form.

Order: each order for Goods and/or Services validly made in accordance with clause 2.

Order Form: the order form to be completed for each order.

Services: the services supplied by UTS to the Customer as described in the Specification for the Services.

Software: any and all software relating to the operation of any Goods supplied by UTS to the Customer, including but not limited to airtime software and SIM cards.

Specification: any specification for the Goods and/or Services as set out in the Order Form.

UTS: United Technology Services Limited incorporated and registered in England and Wales with company number 08169985 whose registered office is at Old Anglo House, Mitton Street, Stourport-On-Severn, Worcestershire, DY13 9AQ.

1.2 **INTERPRETATION:**

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) a reference to **writing** or **written** includes faxes and emails.

2. **BASIS OF CONTRACT**

- 2.1 The Customer may request Goods and/or Services from UTS. On receipt of such request UTS will issue a draft Order Form for approval by the Customer. The Customer may place an order by signing and returning the draft Order Form to UTS which constitutes an offer to pay for the Goods and/or Services. The Order shall be accepted when UTS signs the Order Form and notifies the Customer it has accepted the Order, or where UTS commences the supply of the Goods or Services, at which point the Contract shall come into existence. Each Order and Order Form is a separate Contract.
- 2.2 UTS has no obligation to provide Goods or Services and shall notify the Customer where it is not able to provide the requested Goods or Services as soon as possible after the signed Order Form is submitted.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.4 The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate and are suitable for the requirements of the Customer.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by UTS and any descriptions or illustrations contained in UTS's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods and/or Services given by UTS shall not constitute an offer and the Customer acknowledges that prices may change at any time prior to the completion of an Order.

3. SUPPLY OF GOODS

3.1 The Goods supplied to the Customer by UTS under this agreement shall:

- (a) be for the quantities set out in the Order Form;
- (b) conform to the Specification;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out in writing by UTS;
- (d) comply with all applicable statutory and regulatory requirements.

3.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the agreement

3.3 UTS reserves the right to amend the specification of the Goods or the Specification if required by any applicable statutory or regulatory requirements.

3.4 Where the Customer is renting Goods from UTS:

- (a) the Customer agrees to rent the Goods for the Minimum Rental Period;
- (b) all Goods must be returned to UTS at the end of the rental period in good working order and in accordance with the requirements stated in [reference document];
- (c) it is the Customer's responsibility to pay for removal of the Goods; and
- (d) lost, damaged or non-returned Goods will be charged to the Customer at UTS' standard prices for such Goods applicable at the time.

4. DELIVERY AND/OR INSTALLATION

4.1 UTS shall deliver the Goods or where applicable, install the Goods to/at the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after UTS notifies the Customer that the Goods are ready.

4.2 Delivery of Goods is completed on the completion of unloading of the Goods at the Delivery Location.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. UTS shall not be liable for any delay or failure in delivery or installation of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide UTS with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.4 If UTS fails to deliver the Goods, its liability shall be limited to the price of the Goods.
- 4.5 If the Customer fails to take delivery of the Goods within 3 Business Days of UTS notifying the Customer that the Goods are ready, then:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which UTS notified the Customer that the Goods were ready; and
 - (b) UTS shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten Business Days after the day on which UTS notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, UTS may resell or otherwise dispose of part or all of the Goods.
- 4.7 UTS may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.8 The Customer consents to (or shall obtain all necessary consents for) UTS carrying out such work on the vehicle, including drilling fitting holes where necessary, as may be required to properly install the Goods on the vehicle.
- 4.9 If an appointment to install Goods is cancelled by the Customer less than 24 hours prior to the planned commencement of the appointment (or the Customer fails to attend the appointment), the Customer will be required to pay 50% of the price set out in the Order for installing the Goods. UTS will invoice the Customer for 50% of the price that would have been payable, and the Customer shall settle such invoice in accordance with these Conditions.

5. QUALITY

- 5.1 UTS shall pass on the benefit of any warranty given by the manufacturer of the Goods. UTS guarantees to the Customer that the Goods will be free from defects for a period of 12 months from the date of delivery, unless otherwise specified in the Order. Should the Goods be defective within this period, UTS will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new..
- 5.2 The Customer may purchase additional extended warranty protection from UTS in respect of Goods and the warranty period shall be extended accordingly.
- 5.3 UTS does not warrant that the Goods are fit for the Customer's purpose, nor that the Services will be without disruption, nor that any reports, data or information provided as part of the Services will be free from errors, omissions or inaccuracies and UTS shall have no liability or obligation to the Customer in this respect except as provided hereunder.

5.4 UTS makes no warranty as to the security or integrity of any connection or transmission used in the provision of the Services.

5.5 Subject to clause 2, if:

- (a) the Customer gives notice in writing to UTS during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1 or 5.2; and
- (b) UTS is given a reasonable opportunity of examining such Goods at the earliest possible opportunity after the Customer becomes aware of any issue; and
- (c) the Customer (if asked to do so by UTS) returns such Goods to UTS's place of business at the Customer's cost,

UTS shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.6 UTS shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 or 5.2 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.3;
- (b) the Customer engages any third party in relation to defects with the Goods and/or any issues with vehicles purportedly arising out of the installation of the Goods;
- (c) the defect arises because the Customer (or any third parties engaged by the Customer) failed to follow UTS's oral or written instructions (recommended manufacturers schedule, schedule of manufacturer) as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (d) the Customer has exceeded any limitations set out in any applicable Fair Use Policy relating to the Goods or breached any other conditions set out in the Fair Use Policy;
- (e) the defect arises as a result of UTS following any drawing, design or Specification supplied by the Customer;
- (f) the Customer alters or repairs such Goods without the written consent of UTS;
- (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (h) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- (i) the manufacturer of the Goods refuses to comply with any warranty or guarantee relating to the Goods for any reason;

- (j) changes in the operating policies of the manufacturer mean it is not reasonably possible for UTS to comply with the warranty;
- (k) where the fault is deemed to be an installation fault and the Customer has not reported such fault within 30 days of the date of delivery;
- (l) where the fault arises due to any Software related issue and not the functionality of the Goods; and
- (m) where it is not possible to remedy a fault with the Goods due to any and all issues with Software provided by third parties.

5.7 Except as provided in this clause 5, UTS shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 or 5.2.

5.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.9 These Conditions shall apply to any repaired or replacement Goods supplied by UTS.

5.10 If the Customer requires the Goods to be serviced, repaired or replaced outside the warranty period, UTS shall have the right to charge for the services required. All charges will be quoted in advance in writing by UTS and are payable in accordance with these Conditions.

6. TITLE AND RISK

6.1 The risk in the Goods (rental or purchased) shall pass to the Customer on completion of delivery, regardless of whether installation has been completed or not.

6.2 Where the Order Form states Goods are being purchased, title to the Goods shall not pass to the Customer until UTS receives payment in full (in cash or cleared funds) for the Goods and any other goods that UTS has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Where the Order Form states Goods are being rented, title to the Goods shall remain with UTS or the third party owner of the Goods at all times.

6.4 Where Goods are provided on a rental basis or until title to purchased Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as UTS's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify UTS immediately if it becomes subject to any of the events listed in clause 10.1; and
- (e) give UTS such information relating to the Goods as UTS may require from time to time.

6.5 If while UTS or a third party still retain title to the Goods, the Customer becomes subject to any of the events listed in clause 10.4, then, without limiting any other right or remedy UTS may have, UTS may at any time:

- (a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 UTS shall supply the Services to the Customer in accordance with the Specification in all material respects.

7.2 UTS shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 UTS reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and UTS shall notify the Customer in any such event.

7.4 UTS warrants to the Customer that the Services will be provided using reasonable care and skill subject always that UTS shall not be liable for a Force Majeure Event.

7.5 UTS reserves the right to engage third party contractors to perform all or part of the Services, including the installation of any Goods.

7.6 Where a Contractor is engaged to perform the Services, UTS does not provide any warranties as to the quality of the Services provided by the Contractor.

7.7 UTS may provide one-off additional Services in respect of the Goods and such Services will be charged as quoted by UTS prior to being carried out.

8. CUSTOMER'S OBLIGATIONS AND INDEMNITIES

8.1 The Customer shall in relation to the supply of Goods and/or Services by UTS:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with UTS in all matters relating to the Services;
- (c) comply with any applicable Fair Use Policy issued with any Goods by UTS and the Customer acknowledges that the Services are limited to the set data package selected on the Order;
- (d) provide UTS, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by UTS to provide the Services;
- (e) provide UTS with such information and materials as UTS may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply in full with the manufacturer's schedule of maintenance;
- (h) comply with any rules relating to applicable Software for the Goods;
- (i) not remove, or permit others to remove, any SIM card from any of the Goods and the Customer acknowledges it is responsible for the loss or theft and any consequent usage of the SIM card;
- (j) keep all materials, equipment, documents and other property of UTS (**UTS Materials**) at the Customer's premises in safe custody at its own risk, maintain UTS Materials in good condition until returned to UTS, and not dispose of or use UTS Materials other than in accordance with UTS's written instructions or authorisation; and
- (k) comply with any additional obligations as set out in the Specification.

8.2 If UTS's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, UTS shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays UTS's performance of any of its obligations;
- (b) UTS shall not be liable and the Customer will hold UTS harmless for any costs or losses sustained or incurred by the Customer arising directly or indirectly from UTS's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse UTS on written demand for any costs or losses sustained or incurred by UTS arising directly or indirectly from the Customer Default.

8.3 The Customer shall comply with:

- (a) all applicable laws, including health and safety laws including in particular but without limitation all Data Protection Legislation;
- (b) any and all information relating to the Goods, the installation of the Goods, the operation of the Goods issued from time to time by UTS or the manufacturer of the Goods;

and shall indemnify and hold harmless UTS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by UTS in connection with any claim made against UTS or the Customer arising out of or in connection with the Customer's failure to comply with this clause 8.3. This clause shall survive termination of the Contract.

8.5 The Customer shall indemnify UTS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by UTS in connection with any claim made against UTS for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with UTS's use of the Specification. This clause shall survive termination of the Contract.

9. PRICE AND PAYMENT

9.1 The price of the Goods, whether rental or purchased:

- (a) shall be the price set out in the Order, or, if no price is quoted, the price set out in UTS's published price list in force as at the date of delivery; and
- (b) shall be exclusive of all costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.2 The price for Services shall be as set out in the Order, or, if no price is quoted, the price set out in UTS's published price list in force as at the date of performance of the Services. All quotes for Goods and/or Services are valid for a period of 30 days only unless otherwise stated in the Order.

9.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by UTS to the Customer, the Customer shall, on receipt of a valid VAT invoice from UTS, pay to UTS such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.4 In respect of the Goods, UTS may invoice the Customer on or at any time after the completion of delivery. In respect of Services, UTS shall invoice the Customer on completion of the Services.

- 9.5 Where payment has not been received in advance, the Customer shall pay the invoice in full and in cleared funds with 14 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by UTS. Time for payment is of the essence.
- 9.6 If the Customer fails to make any payment due to UTS under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). UTS may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by UTS to the Customer.
- 9.8 Where Goods are rented from UTS under the Contract:
- (a) payment terms will be as set out in the Order;
 - (b) payment of the price for rental will be due until the later of the return of the Goods to UTS or the expiry of the Minimum Rental Period; and
 - (c) the price remains payable until the end of the Minimum Rental Period notwithstanding that Goods may have been lost or damaged during such period.
- 9.9 Where the price for Goods/Services is due monthly, payments shall be made to UTS monthly in advance by direct debit to the account provided by UTS. UTS reserve the right to charge the Customer an administration charge in the case of each failed or cancelled direct debit mandate where payment is due from the Customer.
- 9.10 For software and airtime contracts, charges will commence upon the fitting date or within 30 days after the relevant contract has been signed by the Customer (whichever date occurs first) and shall be payable monthly in advance, unless otherwise agreed in writing.

10. TERM AND TERMINATION

- 10.1 Where Goods are rented from UTS, a Minimum Rental Period will apply.
- 10.2 If the Customer wishes to terminate the Contract at the end of the Minimum Rental Period, the Customer must serve written notice to terminate the Contract no less than 30 days' prior to the expiry of the Minimum Rental Period, or any extended Minimum Rental Period as the case may be.
- 10.3 Where the Customer does not serve notice to terminate the Contract pursuant to clause 10.2, the Minimum Rental Period will automatically extend for further fixed periods of 12 months.

- 10.4 Without limiting its other rights or remedies, UTS may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), 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 its 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;
 - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Customer's financial position deteriorates to such an extent that in UTS's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.5 Without limiting its other rights or remedies, UTS may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and UTS if the Customer (1) becomes subject to any of the events listed in clause 10.4(a) to clause 10.4(d), or (2) UTS reasonably believes that the Customer is about to become subject to any of them, or (3) if the Customer fails to pay any amount due under this Contract on the due date for payment, or (4) UTS has reasonable grounds to believe that the Customer is in breach of clause 8.1(i) above relating to use of SIM cards.
- 10.6 Without limiting its other rights or remedies, UTS may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.7 On termination of the Contract for any reason the Customer shall immediately pay to UTS all of UTS's outstanding unpaid invoices and interest for any and all Orders.
- 10.8 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 10.9 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude UTS's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

11.2 Subject to clause 11.1:

- (a) UTS shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- (b) UTS's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Goods and/or Services.

11.3 UTS shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of installation carried out by the Customer or a Contractor or other sub-contractor appointed by the Customer, as a result of any negligence by that party, or failure to follow UTS' instructions for installing the Goods.

12. FORCE MAJEURE

UTS shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event and the time for performance of such obligations shall be extended accordingly.

13. GENERAL

13.1 **Assignment and other dealings.**

- (a) UTS may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of UTS.

13.2 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or UTSs of the other party or of any member of the group to which the other party belongs, except as permitted by clause 13.2(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 **Entire agreement.**

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.7 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email].
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.8 **Intellectual Property Rights.** All Intellectual Property Rights in the Goods and Services provided by UTS to the Customer pursuant to this Contract shall at all times remain the property of UTS. The Customer may use information retrieved from the Services only for its own purposes and may not make the information available in any manner to any third party unless the Customer has obtained UTS' prior written consent.

13.9 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

13.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

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



ORDER FORM	
DATE:	
Contract No:	[CONTRACT NUMBER]
UTS:	UNITED TECHNOLOGY SERVICES LIMITED incorporated and registered in England and Wales with company number 08169985
UTS's address:	The Civic, New Street, Stourport-on-Severn, Worcestershire, DY13 8UN
UTS's VAT number:	[NUMBER]
Customer:	[COMPANY NAME] LIMITED (No. [NUMBER]) or [NAME]
Customer's address:	[ADDRESS]
Customer's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone]
Commencement Date:	[DATE.]
Delivery Location:	[DELIVERY ADDRESS]
Installation Location:	[INSTALLATION ADDRESS]
Goods:	[DESCRIPTION]
Services:	[DESCRIPTION OF MAINTENANCE SERVICES AND INSTALLATION SERVICES – AS APPLICABLE]
Price:	[PRICE]

Specification:	[AGREED TERMS FOR SERVICES AND GOODS - TECHNICAL, DESIGN, PERFORMANCE, BUSINESS REQUIREMENTS ETC]
Special terms:	[INSERT ANY SPECIAL TERMS AND CONDITIONS THAT APPLY] [FAIR USE POLICY?]

Signed by Robert Turner
For and on behalf of **UTS**

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Signed by []
[For and on behalf of []

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