

Terms and Conditions

1. DEFINITIONS

In these conditions the following definitions will apply:

"Acceptance" means the date on which You accept (or are deemed to accept) the Products as set out in paragraph 5.1;

"Agreement" means these Conditions and Order Form signed by both parties;

"Consumer" means a person dealing as a consumer defined in section 2, Unfair Terms in Consumer Contracts Regulations 1994;

"Equipment" means the hardware which is supplied under this Agreement or which has been approved in writing by Us;

"Ex Works" means excluding delivery and installation costs;

"Finance Agent" means the company referred to in the Rental Endorsement on the Order Form as the "Owner" and with whom you enter a "Rental Agreement";

"GPRS" is short for General Packet Radio Service;

"GPS" means global positioning system;

"GSM" is short for Global System for Mobile communications. This is an international digital network;

"Initial Term" has the meaning given in paragraph 15.1;

"Internet and Bureau Based Services" means the internet services ("Internet Services") and bureau based services ("**Bureau Based Services**") included in the order form;

"Order" means Your order for the Product and/or Services;

"Order Form" means the Form attached;

"paragraphs" means the paragraphs of these "**Conditions**";

"Products" means the products listed in the Order Form;

"Rental Agreement" means any agreement relating to the Products between You and the Finance Company for the hire, lease, rental, hire purchase, lease purchase, conditional sale or any facilities or arrangement similar to any of them;

"Services" means the services included on the Order Form and any other services which We agree to provide to You in accordance with these Conditions;

"Sim" a subscriber Identity Module that allows you to use GSM/GPRS network;

"Systems" means any and all of the telecommunications and/or radio systems made available by third party operators ("**Systems Providers**") to and used by Us to provide the Internet and Bureau Based Services;

"You" and **"Your"** means the person, firm or company named on the Order Forms as the Client;

"We" and **"Us"** means VTS Group.

2. FORMATION OF AGREEMENT

2.1 These Conditions apply to the Order and all subsequent orders of good and services by You and from Us to the exclusion of all other terms and conditions.

2.2 Until We accept Your Order, no agreement exists between You and Us and We are not bound to provide and Products or Services to You. Your Order will not be deemed to be accepted until We give you a written notice of our acceptance of Your Order or (if earlier) the Products are dispatched to You or We commence performance of the Services.

2.3 Except as provided in paragraph 6.6, any variation to these Conditions must be agreed in writing by an authorised VTS Group signatory.

2.4 By signing the Order Form You accept these conditions. You may not cancel the Order without Our written agreement and on the terms that You indemnify Us, and keep Us indemnified, in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses directly or indirectly incurred by Us as a result of such cancellation. Any such cancellation will be treated as early termination whereupon clauses 15 and 16 will apply.

2.5 if You elect to enter into a Rental Agreement We do not guarantee that Your request has been or will be accepted. We will not at any time be taken to have accepted any request for a Rental Agreement on behalf of any Finance Company or Finance Agent and We have no power to do so. In no respect does any Finance Company or Finance Agent Act on Our behalf or as Our agent and We have no liability to You for any act or default by any Finance Company or finance Agent.

3. INTELLECTUAL PROPERTY

You acknowledge that all intellectual property rights existing or which may arise in connection with the Products or the Services remains with or will belong to Us or its licensors.

4. DELIVERY, INSTALLATION AND RISK

4.1 We will use reasonable endeavours to meet any dates or times specified or requested for delivery and installation of the Products and the Performance of the Services, but all such dates and time are estimates only and We will not be liable for any damage or loss suffered by You as a result of such dates or times not being met.

4.2 We reserve the right to make deliveries in instalments. Delay or other default by Us in relation to a particular instalment will not relieve You of Your Obligation to accept delivery of and pay for other instalments.

4.3 The Products will be delivered to and installed at Your delivery address as set out in the Order Form.

4.4 All risk in the Product will pass to You at the time of delivery of, if You wrongfully fail to take delivery of the Products, at the time when We tender delivery of them.

4.5 If You do not accept delivery of the Products, fail to give Us adequate delivery instructions or delay or prevent Us from delivering or installing the Products, then without prejudice to any other right or remedy available to us:

4.5.1 We may on written notice to You, charge a reasonable sum in respect of any additional expenses incurred by Us; and

4.5.2 You will be deemed to have repudiated this Agreement and We may terminate it in accordance with these Conditions.

4.6 You will ensure full and convenient access for Us to the Installation address and to all vehicle at all reasonable times so that We can carry out Our obligations under the Agreement. You will be responsible for:

4.6.1 Obtaining all necessary consents for the installation and use of the Products in any premises and/or vehicles; and

4.6.2 Providing a suitable and safe environment for Our Personnel.

4.7 We will observe Your reasonable site regulations previously addressed to Us in writing.

4.8 We will normally carry out work during usual working hours but may, on reasonable notice, require You to provide access at other times. At your request We may agree, exceptionally, to work outside usual working hours. You will pay our reasonable charges for complying with such a request.

5. ACCEPTANCE OF THE PRODUCTS

5.1 You will be deemed to have Accepted the Products unless You notify Us in writing within 14 days of delivery.

5.2 You may not return any Products delivered to You which comply with this Agreement in all material respects without Our prior written approval. If we agree You may return the Products and You must:

5.2.1 Pay us a reasonable handling charge; and

5.2.2 Return such products to Us carriage-paid in their original shipping carton

5.3 If You return any Products which comply with this Agreement in all material aspects to Us without Our prior written approval, We may return them to You or store them at Your cost without prejudice to any rights or Remedies We may have.

6. PAYMENT

6.1 Unless otherwise agreed in writing, the price for the Products, and the charges for any installation and training services, will be invoiced in one instalment on signature of this Agreement, unless You opt and have been accepted for a Rental Agreement whereupon we will invoice the Finance Company directly for immediate payment. Unless otherwise agreed in writing, charges for the Internet and Bureau Based Services will be payable annually in advance by direct debit; the charges for the Initial Term are due within 14 days of signature of this Agreement and the charges for each subsequent 12 month period are due within 14 days of the start of such period. Charges for any other Services will be invoiced monthly

6.2 All invoices issued under this Agreement are payable within 14 days of the date of the Invoice. Time for payment will be of the essence. We will not be obliged to perform Internet and Bureau based Services for You until we have received payment in full of the relevant invoice(s).

6.3 the charges for the Products and Services are exclusive of VAT which will be charged at the rate current at the date of invoice. The charges for the Products and Services are exclusive of VAT which will be charged at the rate current at the date of invoice. The charge for the Products and Services exclude Our transport and insurance charges and reasonable out of pocket travel expenses for training which will also be invoiced by Us to You.

6.4 Late payment will carry interest at an annual rate of 2% above Barclays Bank Plc base rate from time to time from the due date until the date You make payment in full. Interest will accrue daily after as well as before any judgement. You will reimburse Us for all costs and expenses (including legal costs) incurred in the collection of any late payments.

6.5 If you do not make any payment to Us by the due date or You commit any other breach of these conditions, We may, on more than 14 days' prior written notice and without prejudice to any other remedy or right available to Us, suspend any further deliveries of Products and/or performance of any or all of the Services.

7. TITLE

7.1 Notwithstanding delivery and the passing of risk in the products, we will retain all the ownership rights in the Products until we have received payment in full of the sums due to Us for the Products under this Agreement.

7.2 If you enter into any Rental Agreement title of the Products will not pass to You.

7.3 Unless and until We have received payment in full for all the sums due to Us in respect of the products, We may at any time:

7.3.1 require You to return the Products to Us, and/or

7.3.2 enter any of Your premises or vehicles where Products are present or reasonable thought to be present in order to remove them. You will reimburse Us for all costs and expenses reasonably incurred by Us in connection with any such entry and/or removal.

8. INTERNET AND BUREAU BASE SERVICES

8.1 The Internet and Bureau service are only available to You as follows:

8.1.1 unless You are otherwise notified by Us in writing. Bureau services are only available to You within the UK.

8.1.2 unless You are otherwise notified by Us in writing. Internet services will be available to You on street level and/or to mapping level at such locations as We decide at Our absolute discretion;

8.1.3 when the equipment is switched on and, when it incorporates a cellular transceiver and activated cellular service, is within operating range of a provider of cellular service to such system;

8.1.4 subject to transmissions limitations caused by atmospheric or topographical conditions, busy cells, limitations due to the cellular infrastructure and any other similar conditions outside Our control;

8.1.5 subject to limitations based on the electrical system design and structure on the object to which the equipment is attached;

8.1.6 subject to refusal, interruption or curtailment due to government regulations or orders due to system capacity limitation or equipment modifications, upgrades, relocations, repairs, and similar activities necessary or appropriate for the provision of the Internet or Bureau based Services;

8.1.7 subject to unavailability while the battery to which any Equipment is connected is discharged or disconnected or if any of the Equipment is damaged;

8.1.8 You accept that some of the Services rely upon GPS and that the provision of the Services is dependent upon the provision of normal uninterrupted satellite and land telecommunication services, mobile telephone services, power supplies and equipment which may be owned, controlled or operated by third parties or which may be subject to statutory control or which may operate under government granted licence or permits. Accordingly, the level and quality of the Services at any time may be impaired, interrupted or suspended by any act or Omission of the US department of Defence or any other authority or regulatory body which may now or later have responsibility for/or control over any aspect of the delivery or any part of such Services.

8.1.9 subject to any other GPS limitations that may impair Our ability to determine precisely the Equipment's location.

8.2 You acknowledge and agree the provision of the Internet and Bureau based services depends on the proper provision and/or maintenance of the Equipment that may be installed and/or maintained by third parties.

8.3 the Internet Services depend upon the availability of the Systems and, by their nature, from time to time be adversely affected by physical features eg. Buildings, underpasses, atmospheric conditions, topography and other causes of interference and may fail or require maintenance from the relevant Systems Provider without notice.

8.4 You acknowledge and agree that where applicable:

8.4.1 We use local and long distance telephone lines and cellular systems to transmit alarm signals to Our monitoring facility and to notify the appropriate emergency agency or other person in the event of an alarm signal, and neither We nor any associated company have any control over or responsibility or liability in connection with disruptions in those telephone lines or cellular systems;

8.4.2 We will not send any of Our personnel to any relevant location in response to any signal or call received;

8.4.3 We are only responsible for trying to notify by telephone the appropriate emergency services or other person names in any emergency notification form; and

8.4.4 We do not represent or promise that anyone telephones by Us will respond to Our call and You irrevocably release Us and associated companies from any and all responsibility and/or liability for any failure or delay in responding.

8.5 You authorise Us to deactivate the Internet and Bureau based Services temporarily for nuisance or safety reasons.

8.6 You must comply with any reasonable instructions issued by us which concern Your use of the Services and/or the Equipment and/or connected matters.

8.7 You must advise Us immediately by telephone in the event of loss or theft of the Equipment or the SIM card or if the SIM card is damaged. You acknowledge and agree to indemnify Us of any of any airtime or other charges that We may incur in the event that the Equipment and/or SIM card is stolen and We and not notified immediately.

8.8 We may suspend availability of all or any Internet and Bureau based Services or disconnect Products if:

8.8.1 You fail to comply with any of the terms of this Agreement (including failure or delay in payment) until the breach (if capable of remedy) is remedied; or

8.8.2 You do (or allow to be done) anything which is in Our reasonable opinion may in any way adversely affect the quality, function, operation or performance of any Internet and Bureau Services to You or any other customer; or

8.8.3 the use of the Internet and Bureau based Services by any person may constitute a violation or infringement of any third party right or of any statutory duty or any obligation in contract, delict or otherwise; or

8.8.4 You fail to meet Our reasonable requirements as to credit-worthiness or if we reasonably believe that you have entered into this Agreement fraudulently or that any Internet or Bureau based Services are being used for criminal, unlawful or inappropriate activities by You or any other person.

8.8.5 Any exercise by Us of this right of suspension or disconnection will not affect Your obligation to pay the charges due for the period of suspension or disconnection or Our right subsequently to terminate the Agreement.

9. WARRANTIES

9.1 Subject to paragraph 9.4, We warrant to You that:

9.1.1 The Services will be provided with reasonable skill and care; and

9.1.2 the Products will correspond materially with their specification at the time of delivery and will be free from material defects in material and workmanship for a period of 12 months from delivery.

9.2 If any Product is found to Our reasonable satisfaction not to conform to the warranty set out in paragraph 9.1, Our only obligation is at Our discretion either too;

9.2.1 replace or repair (at a location in the United Kingdom agreed between You and Us) free of charge the defective product; or

9.2.2 refund the price of the defective Product in the event that this has already been paid to Us by You against the return of the Product.

9.3 We will deliver any repaired or replaced Products to You free of charge to destinations (agreed between You and Us) in the United Kingdom. Such delivery will otherwise be in accordance with the subject of these Conditions, except that the period of 12 months referred to in paragraph 9.1 will be replaced by the un-expired portion of the 12 month period since the original delivery of the Products.

9.4 We will not be liable to You under paragraph 9.1 and/or 9.2:

9.4.1 if the Products have been misused, mishandled, overloaded, modified or used for any purpose other than for which they were intended; or

9.4.2 if the Products have been installed or repaired by someone other than US or Our agents or sub-contractors and the defects results from such installation or repair; or

9.4.3 if the defect is due to fair wear and tear, wilful damage, negligence, abnormal operating conditions or failure to follow Our instructions; or

9.4.4 if the total price of the Product has not been paid to Us by the due date for payment; or

9.4.5 if the Products have been manufactured to Your design and the fault is due to Your design.

9.5 You will pay all costs and expenses reasonably incurred by Us:

9.5.1 in attempting to repair the Products where wither no fault is found or is found to exist of the fault is not covered by the warranty not contained in this paragraph 8; and/or

9.5.2 if We are prevented from or delayed in carrying out any replacement or repair pursuant to paragraph 9.2.1 by You or Your employee's or contractors act or omission.

9.6 Except as expressly provided in this Agreement, all warranties, guarantees and conditions relating to the Products and/or Services including (without limitation) those relating to description, quality and fitness for purpose (whether express or implied by statute, common law or otherwise) are excluded. In particular, We give no warranty as to the accuracy of data transmitted via the Systems nor as to the continuous availability of the Systems nor as to the continuous availability of the Systems.

9.7 You must notify Us of any claim under paragraph 9 as soon as reasonable possible.

10. OUR LIABILITY

10.1 You acknowledge and agree that:

10.1.1 You are responsible for the operation of the Products and You will ensure that they are used safely and properly and that You will use, maintain and keep them in accordance with any instructions provided by Us; and

10.1.2 the prices of the Products and Services are agreed commercially on the basis of Our potential liability as set out in this Agreement, with You having had the opportunity to ask for a variation of these conditions with any appropriate adjustment to the charges for the Products and/or Services.

10.2 Except as expressly provided in this Agreement We will not be liable to You in any way (whether contractual, delictual, or otherwise) in respect of any loss, damage or expense arising directly or indirectly from any defect in the Products or any failure to provide the Services whether or not caused by Our negligence or that of Our employees, agents or sub-contractors. In particular, We will not be liable for any loss of profit, loss of data, loss of goodwill, loss of business opportunity or any liability to third parties or for any consequential or indirect loss, damage or expense which may be suffered or incurred by You in connection with the Products or Services.

10.3 Our aggregate liability to You for any and all claims arising from any and all acts and/or defaults of Us, or Our employees, agents or sub-contractors, whether for negligence, breach of contract or otherwise will not in any event exceed the total amount paid by You to Us or by You to a Finance Company for the Products and Services under this Agreement.

10.4 Nothing in these conditions will:

10.4.1 restrict or exclude liability for death or personal injury caused to You by Our act of omission;

10.4.2 if You are a consumer, restrict or exclude liability for death or personal injury caused to You by Our act of omission; or

10.4.3 restrict or exclude any liability of Us which may arise by Us under section 12, Unfair Contract Terms Act 1977 Part 1, Consumer Protection Act 1987 or Section 2, Supply of Goods and Services Act 1982; or

10.4.4 if You are dealing as a consumer (as defined in section 12, Unfair Contract Terms Act 1977) affect Your statutory rights under the Sale of Goods Act 1979, the consumer transactions (restrictions on Statements) order 1976 or the Supply of Goods and Services Act 1982.

10.5 You are responsible for satisfying yourself that the Products and the Services are appropriate for the purposes for which they are intended.

10.6 You will indemnify Us and keep Us indemnified against all liabilities, claims, damages, losses and proceedings arising out of or in any way connected with any breach of this Agreement or act or omission by You, Your employees, agents and sub-contractors.

10.7 In any event, Our liability shall automatically cease wither if you are in breach of the Rental Agreement or of this or any other contract made with Us or is We or Our servants or agents are denied full and free rights of access to any alleged defective Products or Services.

11. DATA PROTECTION

11.1 You acknowledge and agree that WE may hold files and voice computer records containing Your records which may include Your personal details (if You are an individual or group of individuals) or those of Your employees, bank details and other records whether provided by You or another source including as a result of collecting information from use of the Services. The information may include sensitive information. It is held to enable Us to provide the Service, and may also be used for administrative purposes and particular to comply with our legal obligations.

11.2 We may disclose information regarding Your account to credit reference agencies for credit checking as We (or any company considering entering into a Rental Agreement with You) consider appropriate and/or for performing this Agreement. We may also pass your personal details to associated companies and Our or their agents to those concerned in the prevention and detection of crime for the purposes of compliance with any legal obligation, to a third party who compiles telephone directory services and/or to a third party who carries out direct marketing activities.

11.3 By signing the order form You consent to the above and if any individual (e.g. one of Your employees) uses any of the Products or the Services or if You provide any personal information about any individual to Us, You must ensure that, prior to such use commencing or prior to the provision to Us of that information, that individual is informed of the purposes for which their personal information may be used by Us and has consented to such use, including the monitoring or recording of their calls in accordance with the terms of the Agreement.

11.4 You acknowledge and agree that in conjunction with the provision of emergency, security, roadside assistance and other services We may create an electronic or other record of the Equipment's location, direction and other circumstances and any incidents monitored by the Equipment. You understand and agree that any such records as well as Your account information may be retained by Us and associated companies. You consent to Our use and that of third parties of these records and of Your account information for the purposes of providing the services and administering Your account.

11.5 You warrant that You will comply with the provisions of the Data Protection Act 1998 (including the Data Protection principles) and the Telecommunications (Data Protection and Privacy) Regulations 1999 a din particular that You give (and in the case any relevant individual have procured the giving of) all consents and approvals required by Us in order to lawfully give effect of this Agreement and You will indemnify Us and keep Us indemnified against all liabilities, losses and expenses that We may incur as a result of Your breach of this warranty.

11.6 You acknowledge that We may monitor and record conversations from time to time for quality assurance and employee training purposes including between Our response centre specialists and You. Also, if You request assistance in locating a stolen vehicle Our operators may listen to and/or record conversations occurring in the vehicle, without the knowledge of the vehicle's occupants in order to determine or assist in the recovery of a stolen vehicle. You consent to such monitoring and recording and agree that neither We nor any associated company will be liable for any claims, losses, damages, or costs of any kind which may result from any such monitored and/or recorded conversations.

11.7 Your use of the Products may fall within the Data Protection Act 1998 or any successor legislation and if so it is Your responsibility to comply with the relevant legislation.

12. CONFIDENTIALITY

12.1 So far as practicable (and subject to paragraph 11) We undertake to treat all information identifiable as being supplied by You contained in Our system and/or documentation as confidential and will not disclose it to any third party without Your permission.

12.2 You acknowledge Our right to use any general intelligence or experience gained in the provision of the Services for the purpose of marketing and/or improving Our systems and services for customers.

12.3 Neither party's obligations of confidentiality will apply in relation to information which (a) is public knowledge other than as a result of a breach of that party's obligations or (b) which is obligated to disclose by law, any Court of competent jurisdiction, any government agency or regulatory body lawfully requesting the same or by the regulations of any recognised stock exchange.

12.4 You will not without Our prior written consent disclose or use, for Your own purposes or for the benefit of any other person, any confidential or proprietary information concerning or belonging to Us.

13. SECURITY AND PRIVACY OF INFORMATION TRANSMITTED

13.1 You acknowledge that activation of some of the Services may require the use of a password and that anyone with access to Your password may be able to access such Services. It is Your responsibility to maintain the privacy and security of Your password. You agree that neither We nor any associated company will be liable to You or any third party for any claims, losses, damages, or costs which may result from any use of Your password.

13.2 You acknowledge and agree that cellular telephone systems use radio channels to transmit voice Data communications over a complex network, and that therefore neither privacy nor security of conversations or data transmitted over cellular telephone systems can be guaranteed. You also acknowledge and agree that the use of the internet and/or telephone lines to access any of the Services does not provide a secure environment. Unwanted programmes or material may be downloaded without the knowledge of You or the user, which may give unauthorised persons' access to Your computer data. These programs may perform actions which neither You nor the user has authorised, possibly without Your or the user's knowledge. Consequently, neither We nor any associated company will be liable to You for any claims, losses, damages or costs which may result from a lack of privacy or security experienced over cellular telephone systems, the internet or telephone lines.

14. CELLULAR SERVICES

14.1 You have no property right in any number and/or password assigned to You and understand that such number and/or password can be changed from time to time.

14.2 As a condition of providing cellular service the underlying wireless service carrier requires that You accept the following condition. You expressly understand and agree that You have no contractual relationship whatsoever with the underlying wireless service carrier and that You are not a third party beneficiary of any agreement between Us and the underlying carrier. In addition, You expressly understand and agree that the underlying carrier will have no legal, equitable or other liability of any kind to subscribe in any event, regardless of the form of the action whether for breach of contract, warranty, negligence, strict liability in delict or otherwise. Your exclusive remedy and the total service provided hereunder is limited to payment of damages in an amount not to exceed the amount paid by Us to the underlying wireless service carrier for the Services during the 2 months preceding the date the claim arose.

15. TERMINATION

15.1 This Agreement will commence on the date that both parties sign this Agreement and (subject to earlier termination in accordance with the agreement) will continue in force for a minimum period as defined on the Order Form (the Initial Term) and thereafter, unless and until terminated by either party giving at least 3 months written notice to the other expiring at any time on or after the expiry of the initial term.

15.2 Either party may terminate this agreement immediately on written notice to the other if the other:

15.2.1 commits any material breach of this Agreement and in the case of the breach capable of remedy, fails to remedy within 14 days of being required to do so; or

15.2.2 dies or makes any arrangement with or composition for the benefit of its creditors, has petition for its winding up passed or presented (other than for the purpose of amalgamation or reconstruction) or has bankruptcy proceedings commenced against it, or has a receiver or administrative receiver, administrator or manager appointed over the whole or any part of its business of any of the above under the law of any jurisdiction occurs in relation to the other party.

15.3 If this agreement is terminated for any reason, without prejudice to any other right and remedy available to Us You will immediately pay any sums due to Us as set out in clause 16 and:

15.3.1 upon our written request, You immediately return to Us all Products for which You have not already paid Us in full;

15.3.2 You will pay all Our costs expenses and losses resulting from such termination; and

15.3.3 all rights granted to You pursuant to paragraph 8 and 9 will cease.

15.4 The termination of this agreement is without prejudice to any rights or liabilities of either party which have accrued prior to termination and shall not affect any provision which comes into effect or continues in effect after termination (including but limited to paragraphs 11 and 12).

16. TERMINATION RIGHTS

If We give You notice of termination as described in clause 15 of You give Us notice of early repayment as described in clause [15.1], You will immediately pay either Us or the Finance Company, if you have entered into a Rental Agreement with a Finance Company, an amount equal to all arrears of Rentals outstanding at the date of termination, plus agreed compensation for loss of future earnings, which will be the total of the Rentals which, but for such termination would have been payable during the remainder of the Initial Term, less an early settlement discount.

17. GENERAL

17.1 Entire Agreement – This Agreement, together with any document referred to in it, constitutes the whole agreement between You and Us relating to its subject matter and supersedes any prior agreements, understandings, representations, warranties, and arrangements of any nature, whether in writing or oral, relating to such subject matter. No particulars, statements or descriptions whether contained in any advertising matter, catalogues, brochures, price lists or otherwise provided by Us concerning the Products and/or the Services nor any verbal representations by any agent, employee or representative of Us shall form part of this Agreement or be treated as constituting a representation on Our part, You acknowledge that You have not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and agree that You shall have no remedy in respect of any such representation or warranty except in the case of fraud or fraudulent misrepresentation.

17.2 Assignment/ Sub Contracting – (a) You may not assign, transfer or otherwise deal with or dispose of any or all of Your rights, benefits or liabilities under this Agreement without Our prior written consent. You may not resell any of the Products or Services (whether as a distributor, retailer or dealer). (b) We may perform or exercise any and all of Our obligations and/or rights under this Agreement through any third party, provided that any act or omission of any such third party shall be deemed to be Our act of omission. We may assign transfer or otherwise deal with or dispose of all or any of Our rights, benefits or liabilities under this Agreement, provided that if You are a Consumer such assignment does not reduce any of Your guarantees under this Agreement.

17.3 Force Majeure – neither party shall be liable in any way for loss or damage arising directly or indirectly through or in consequence of being unable to perform its obligations under this Agreement as a result of any of the following, whether happening in the United Kingdom or elsewhere: (a) force majeure; (b) act of God; (c) refusal of licence or other governmental act; (d) fire, explosion, accident, industrial dispute, computer breakdown, inability to obtain materials or anything beyond the party's control.

17.4 No partnership – Nothing in this Agreement shall create or evidence any relationship of partnership or agency between the parties.

17.5 Waiver – No failure by either party to exercise, nor any delay in exercising, any of its rights, powers, privileges or remedies under this Agreement shall operate as a waiver, nor prevent such party subsequently enforcing any right, power, privilege or remedy nor prevent such party treating any material breach by the other as a repudiation of this Agreement.

17.6 Severability – If any provisions of this Agreement shall be held to be invalid, illegal, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

17.7 Export Terms – You shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties on them.

17.8 Set Off – You are not entitled to exercise any right of set off or counterclaim against any amounts due to Us from You under this Agreement.

17.9 Notices – Any notice given under this Agreement shall be sent by post or delivered by hand to the recipient's address stated in the Order Form. Notices shall be deemed to have been delivered 48 hours after the date of posting or on delivery if delivered by hand.

17.10 Governing Law and Jurisdiction – This Agreement shall be governed and construed in accordance with the law of Scotland. All disputes arising under this Agreement shall be subject to the non-exclusive jurisdiction of the Scottish Courts.