

Lineal Software Solutions Limited

Terms and Conditions

The Client's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

Contract: the contract between Lineal and the Client for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Client: the person or firm who purchases the Services and/or Goods from Lineal.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 16.

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

Intellectual Property Rights: patents, rights to inventions, copyright 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, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Lineal: Lineal Software Solutions Limited registered in England and Wales with company number 05347221 being the supplier and service provider under the Contract.

Lineal Materials: has the meaning given in clause 7.1(i).

Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's purchase order form, or the Client's written acceptance of Lineal's quotation, or as otherwise attached to these Conditions, as the case may be.

Service Specification: the description or specification for the Services provided in writing by Lineal to the Client and include these terms, and a copy of which is annexed to these Conditions.

Service Fee: means the payment by the Client to Lineal for delivery of the Services as detailed in the Service Specification.

Services: the services supplied by Lineal to the Client as set out in the Service Specification.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the

sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Lineal issues written acceptance of the Order or otherwise commences delivery of the Goods and/or Services at which point and on which date the Contract shall come into existence (the “**Commencement Date**”).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Lineal and any descriptions of the Goods or illustrations or descriptions of the Services contained in Lineal's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Lineal shall not constitute an offer and is only valid for the period specified in it.
- 2.6 All these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Contract only applies to the particular Order and the Contract shall not automatically include any additional Goods or Services purchased by the Client during its term. A Contract arises on each separate Order by the Client unless a variation to an existing Contract is agreed by Lineal, in which case the Order and/or Service Specification (as applicable) will be varied and notified to the Client.

3. Goods

- 3.1 The Goods are described in the Order.

4. Delivery of Goods

- 4.1 Lineal shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Client and Lineal reference numbers, the type and quantity of the Goods (including the code number of the Goods, where

applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

- 4.2 Lineal shall deliver the Goods to the location set out in the Order ("**Delivery Location**") via the delivery method selected by the Client.
- 4.3 Delivery of the Goods shall be completed on the date the Goods are taken to the Delivery Location in accordance with the delivery method used.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Lineal shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide Lineal with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Lineal fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Lineal shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide Lineal with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Client fails to accept delivery of the Goods within three (3) Business Days of the Client being informed of a delivery attempt, then except where such failure or delay is caused by a Force Majeure Event or by Lineal's failure to comply with its obligations under the Contract in respect of the Goods, delivery of the Goods shall be deemed to have been completed at 9.00 am on the third (3rd) Business Day following the day on which the Client was notified of the first delivery attempt.
- 4.7 If Goods are returned to Lineal as undelivered a new Order will be required should the Client require the Goods to be re-sent.
- 4.8 Lineal may deliver the Goods by instalments. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

5. Quality of Goods

- 5.1 Lineal warrants that on delivery the Goods shall conform with their description.
- 5.2 Subject to clause 5.3, Lineal shall, at its option, replace not-as-described Goods or refund the price of not-as-described Goods in full if:

- (a) the Client gives notice in writing within two (2) days of delivery being completed that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) Lineal is given a reasonable opportunity of examining such Goods; and
 - (c) the Client (if asked to do so by Lineal) returns such Goods to Lineal's place of business at the Client's cost.
- 5.3 Lineal shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
 - (a) the Client makes any use of such Goods after giving a notice in accordance with clause 5.2; or
 - (b) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards, or where the respective vendor has made changes to the Goods.
- 5.4 Except as provided in this clause 5, Lineal shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any replacement Goods supplied by Lineal.
- 6. Supply of Services**
- 6.1 Lineal shall supply the Services to the Client in accordance with the Service Specification in all material respects.
- 6.2 Where Services are being provided on an on-demand basis Lineal shall make reasonable efforts to provide the Services within five (5) Working Days of receipt of the notice from the Client that such on-demand Services are required.
- 6.3 Lineal shall use all reasonable endeavours to meet any performance dates for the Services specified in Services Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.4 Lineal reserves the right to amend the Service Specification if necessary to comply with any licensing, manufacturer, applicable law or regulatory requirements, or any amendment that will not materially affect the nature or quality of the Services, and Lineal shall notify the Client in any such event.
- 6.5 Lineal warrants to the Client that the Services will be provided using reasonable care and skill.

6.6 Lineal shall, in connection with the Services, use reasonable endeavours to ensure that it does not:

- (a) create any unsafe or hazardous conditions at the Client's locations;
- (b) materially interfere with or impair the operation of HVAC (heating, ventilation and air-conditioning) systems, lighting, electrical infrastructure, plumbing, fire protection systems, safety systems or security systems at the Client's locations; or
- (c) impose any expense on the Client in connection with Lineal's use or operation of the Client's locations.

7. Client's obligations

7.1 The Client shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;
- (b) co-operate with Lineal in all matters relating to the Services;
- (c) provide Lineal, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Lineal to provide the Services including (but not limited to) use of and access to HVAC (heating, ventilation and air-conditioning) systems, lighting, electrical infrastructure and outlets, computer networks and telephones;
- (d) provide Lineal with such information and materials as Lineal may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Client's premises for the supply of the Services (as may be required in the specific circumstances);
- (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 with all applicable laws;
- (h) under no circumstances (whether intentionally or not) place Lineal in a position where it undertakes any work that may result in the infringement of software licences, including but not limited to the unauthorised modification of software and the installation of multiple copies of software in excess of any quantity permitted by the relevant software licence held by the Client and whether or not such software licence(s) is purchased through Lineal;
- (i) keep all materials, equipment, documents and other property of Lineal ("**Lineal Materials**") at the Client's premises in safe custody at its own risk, maintain Lineal

Materials in good condition until returned to Lineal, and not dispose of or use Lineal Materials other than in accordance with Lineal's written instructions or authorisation;

- (j) comply with any additional obligations as set out in the Service Specification;
- (k) provide Lineal with a detailed report of any problem(s) with the Services within one (1) Working Day of the Client becoming aware of the issue;
- (l) ensure that suitable and current antivirus and antispam protection is in place at all times during the Term; and
- (m) provide Lineal with access to and secure storage of passwords and other information relevant to enable the Lineal to deliver the Services in accordance with the Contract.

7.2 If Lineal's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (being by the Client or its employees, consultants or contractors or other persons under the Client's control or authority) ("**Client Default**"):

- (a) without limiting or affecting any other right or remedy available to it, Lineal shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Lineal's performance of any of its obligations;
- (b) Lineal shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Lineal's failure or delay to perform any of its obligations as set out in this clause 7.2;
- (c) the Client shall reimburse Lineal on written demand for any costs or losses sustained or incurred by Lineal arising directly or indirectly from the Client Default.

7.3 Any remedial action undertaken by Lineal due to a Client Default (whether by the Client or its employees, consultants or contractors or other persons under the Client's control or authority) shall be chargeable to the Client in full and in addition to all other payments due under the Contract and payment shall be due from the Client on demand.

7.4 The Client shall notify Lineal in writing of all changes in the Client's circumstances that may affect the Services including (but not limited to) change of users, workstations, hardware, software, home support, locations, internet, telephone or third party support no later than two (2) months before any such changes are due to take effect. The Client acknowledges and agrees that any changes to the Services may result in the Service Fee being re-calculated and in such circumstances Lineal shall notify the Client of the new

Service Fee at the time it accepts the Client's requested changes and provide the Client with an updated Service Specification.

8. Charges and payment

8.1 The price for Goods:

- (a) shall be the price set out in the Order;
- (b) shall be exclusive of all costs and charges of packaging and delivery, which shall be payable in addition by the Client.

8.2 The charges for Services shall be the Service Fee as detailed in the Service Specification.

8.3 Lineal shall in addition be entitled to charge the Client for emergency call-out fees and any expenses reasonably incurred by the individuals whom Lineal engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Lineal for the performance of the Services, and for the cost of any materials.

8.4 Lineal reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding twelve (12) month period and the first such increase shall take effect on the first (1st) anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
- (b) increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to Lineal that is due to:
 - (i) any factor beyond the control of Lineal (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Client to change the delivery date(s), quantities or types of Goods ordered; or
 - (iii) any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give Lineal adequate or accurate information or instructions in respect of the Goods.

8.5 In respect of Goods, Lineal shall invoice the Client at the time of the Order. In respect of Services, Lineal shall invoice the Client at the Service Fee intervals detailed in the Service Specification. Professional services and licence-based services will be invoiced in advance. Usage-based services will be invoiced in arrears, as set out in the Service Specification.

- 8.6 Lineal may issue separate invoices for Services and Goods or combinations of Services and Goods by the same Client.
- 8.7 Lineal shall issue all invoices to the address stated for the Client in the Service Specification or Order (as relevant) unless otherwise agreed between the Parties in advance.
- 8.8 The Client shall pay each invoice submitted by Lineal:
- (a) for Goods, immediately and before dispatch of the Goods;
 - (b) for Services, within thirty (30) days of the date of the invoice or such other timescale that has been notified to the Client in advance; and
 - (c) in full and cleared funds and in accordance with all payment instructions of Lineal, and
 - (d) time for payment shall be of the essence of the Contract.
- 8.9 All amounts payable by the Client 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 Lineal to the Client, the Client shall, on receipt of a valid VAT invoice from Lineal, pay to Lineal 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.
- 8.10 If the Client fails to make a payment due to Lineal under the Contract by the due date, then, without limiting Lineal's remedies under clause 14 (Termination):
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.10 will accrue each day at four percent (4%) a year above the Bank of England's base rate from time to time, but at four percent (4%) a year for any period when that base rate is below 0%; and
 - (b) Lineal reserves its rights to reduce the Services delivered to the Client in whole or part and/or withhold the delivery of Goods (in Lineal's absolute discretion) until payment and all interest due has been received in full.
- 8.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9. Intellectual property rights**
- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client or third parties) shall be owned by Lineal.

9.2 The Client grants Lineal a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to Lineal for the term of the Contract for the purpose of providing the Services to the Client.

9.3 The Client acknowledges that the Goods and Services include the involvement of third party licences and the Client agrees to comply in full and at all times with all terms of licences applicable to the Goods and/or Services provided.

10. Publicity

10.1 The Client consents to Lineal using the Client's logo on relevant publications regarding Lineal's client base during the term of the Contract.

11. Data protection

11.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation. In this clause 11, "**Applicable Laws**" means (for so long as and to the extent that they apply to Lineal) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "**Domestic UK Law**" means the UK Data Protection Legislation and any other law that applies in the UK.

11.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Lineal is the processor.

11.3 Without prejudice to the generality of clause 11.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Lineal for the duration and purposes of the Contract.

11.4 Without prejudice to the generality of clause 11.1, Lineal shall, in relation to any personal data processed in connection with the performance by Lineal of its obligations under the Contract:

- (a) process that personal data only on the instructions of the Client unless Lineal is required by Applicable Laws to otherwise process that personal data. Where Lineal is relying on Applicable Laws as the basis for processing personal data, Lineal shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Lineal from so notifying the Client;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the

unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or Lineal has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) Lineal complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) Lineal complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and inform the Client if, in the opinion of Lineal, an instruction infringes the Data Protection Legislation.

11.5 The Client consents to Lineal appointing a third-party processor of personal data under the Contract (as may be necessary or applicable from time to time). Lineal confirms that in such circumstances it will enter into a written agreement with any third-party processor

and Lineal confirms such terms will reflect the requirements of the Data Protection Legislation. As between the Client and Lineal, Lineal shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 11.

- 11.6 Either Party may, at any time on not less than thirty (30) days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

12. Confidentiality

- 12.1 Each Party undertakes that it shall not at any time during the Contract, and for a period of three (3) years after termination of the Contract, disclose to any person any confidential information concerning the Contract or the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 12.2.

- 12.2 Each Party may disclose the other Party's confidential information but only to such extent as is strictly necessary:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3 Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.

- 12.4 This clause 12 shall survive termination of the Contract.

13. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1 Lineal has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause 13 reflect the insurance cover Lineal has in place and the Client is responsible for making its own arrangements for the insurance of any excess loss.

- 13.2 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 13.3 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 13.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.5 Subject to clause 13.4, Lineal's total liability to the Client in respect of all breaches of duty occurring within any contract year shall not exceed the cap. In this clause **Error! Reference source not found.:**
- (a) **cap.** The cap is the greater of £1,000 and twenty five per cent (25%) of the total charges in the contract year in which the breaches occurred;
 - (b) **contract year.** A contract year means a twelve (12) month period commencing with the Commencement Date or any anniversary of it; and
 - (c) **total charges.** The total charges means all sums paid by the Client and all sums payable under the Contract in respect of Goods and Services actually supplied by Lineal, whether or not invoiced to the Client.
 - (d) The amounts awarded or agreed to be paid as part of any claim under clause 13.5 shall count towards the cap on the Supplier's liability under clause 13.5(a).
- 13.6 Subject to clause 13.4, the types of loss listed in this clause 13.6 are wholly excluded by the Parties.
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 13.7 Lineal has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 6. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of

Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.8 Unless the Client notifies Lineal that it intends to make a claim in respect of an event within the notice period, Lineal shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire three (3) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.9 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than two (2) months' written notice to take effect on the anniversary of the Commencement Date in the given year.

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

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days after receipt of notice in writing to do so;
- (b) the other party 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 other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of Control of the Client; or

- (c) the Client demands services or goods which do not form part of the Services or Goods and which are not covered by the Contract.

14.4 Without affecting any other right or remedy available to it, Lineal may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Client and Lineal if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or Lineal reasonably believes that the Client is about to become subject to any of them.

15. Consequences of termination

15.1 On termination of the Contract:

- (a) the Client shall immediately pay to Lineal all of Lineal's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Lineal shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return any and all Lineal Materials and any Goods which have not been fully paid for. If the Client fails to do so, then Lineal may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.2 Termination of the Contract shall not affect any rights, remedies, obligations and 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.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

17. General

17.1 Assignment and other dealings

- (a) Lineal 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.

- (b) The Client shall not 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 without the prior written consent of Lineal.

17.2 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt; and
 - (ii) 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 or at the time recorded by the delivery service.
- (c) This clause 17.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (d) A notice given under the Contract is not valid if sent by email.

17.3 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 17.3 shall not affect the validity and enforceability of the rest of the Contract.

17.4 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 Entire agreement

- (a) The 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 acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

17.7 Third party rights

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.8 Variation

Except as otherwise set out in the Contract, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 No Exclusivity

The parties acknowledge and agree that the Contract is not an exclusivity agreement and that each party is free to enter into similar arrangements and relationships with other parties in their absolute discretion and without consent of the other party.

17.10 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.

17.11 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 the Contract or its subject matter or formation.