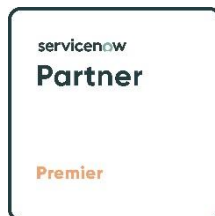




Terms and Conditions

Sale of Goods and Services



1. Definition of Interpretation

1.1. In these Conditions the following definitions apply:

- 1.1.1. Affiliate - any entity that controls, is controlled by, or is under common control with another entity, whether directly or indirectly;
- 1.1.2. Bribery Laws - includes the Bribery Act of 2010, as well as all other applicable UK laws, statutory instruments, and regulations relating to bribery or corruption, as well as any comparable or equivalent legislation in any other relevant applicable country.
- 1.1.3. A business day is a day other than a Saturday, Sunday, or bank or public holiday when banks in England are normally open for non-automated business.
- 1.1.4. Conditions - refers to the Supplier's supply terms and conditions as outlined in this contract.
- 1.1.5. Confidential - means any commercial, financial, or technical information relating to the Services, plans, the Supplier's business arrangements, know-how, or trade secrets that is obviously confidential or has been identified as such, or that is developed by a party in performing its obligations under, or otherwise pursuant to, the Agreement.
- 1.1.6. Contract; The term "contract" refers to the agreement between the Supplier and the Customer for the delivery and purchase of Services, which includes these Conditions and the Order.
- 1.1.7. Control is defined as beneficial ownership of more than 50% of a company's issued share capital or the legal ability to command or cause the direction of the company's management.
- 1.1.8. Controller - has the meaning assigned to it in relevant Data Protection Laws from time to time;
- 1.1.9. Customer - is the person who orders the Services from the Supplier and whose details are set out in the Order,
- 1.1.10. Data Protection Laws - means, as binding on either party or the Services:
 - 1.1.10.1. The GDPR;

- 1.1.10.2. The Data Protection Act 2018;
- 1.1.10.3. Any laws which implement any such laws; and
- 1.1.10.4. Any laws that replace, extend, re-enact, combine, or alter any of the preceding laws;
- 1.1.11. Data Subject - has the meaning assigned to it under the applicable Data Protection Laws from time to time.
- 1.1.12. Force Majeure - an event or sequence of events beyond a party's reasonable control that prevents or delays it from performing its obligations under the Contract, including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transportation, equipment, or telecommunications.
- 1.1.13. GDPR - means the General Data Protection Regulation, Regulation (EU) 2016/679;
- 1.1.14. Copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in private information, rights to sue for passing off, domain names, and other comparable rights are examples of intellectual property rights.
 - 1.1.14.1. Whether registered or not;
 - 1.1.14.2. Including any applications to protect or register such rights;
 - 1.1.14.3. Including all renewals and extensions of such rights or applications;
 - 1.1.14.4. Whether vested, contingent or future;
 - 1.1.14.5. To which the relevant party is or may be entitled, and
 - 1.1.14.6. In whichever part of the world existing;
- 1.1.15. International Organization - has the meaning provided to it in the applicable Data Protection Laws at the time;
- 1.1.16. Location - the address(es) for performing the Services as specified in the Order;
- 1.1.17. Modern Slavery Policy Order implies the Supplier's current anti-slavery and human trafficking policy, as communicated to the Customer on a regular basis;

- 1.1.18. Order - denotes the Customer's order for Services from the Supplier, as described in the Supplier's order form.
- 1.1.19. Personal Data - has the meaning given to it in the applicable Data Protection Laws at the time;
- 1.1.20. Personal Data Breach - has the same meaning as it does in the applicable Data Protection Laws from time to time.
- 1.1.21. Price has the meaning set out in clause 3.1
- 1.1.22. Processing – having the meaning provided to it in current Data Protection Laws (and associated phrases such as process, processing, processed, and processes must be construed appropriately);
- 1.1.23. Processor - has the meaning provided to it under the applicable Data Protection Laws at the time;
- 1.1.24. Protected Data - implies Personal Data obtained from or on behalf of the Customer in connection with the fulfilment of the Supplier's contractual duties;
- 1.1.25. Services - refers to the Services specified in the Order or understood by the parties to be included in the Services and to be executed by the Supplier for the Customer.
- 1.1.26. Specification - means the description or specification of the Services set out or referred to in the Order; Sub-Processor - means any agent, subcontractor, or other third party (excluding its employees) engaged by the Supplier to carry out any processing activities on behalf of the Customer in relation to the Protected Data.
- 1.1.27. Supplier means Intel bliss Ltd, registered under number 11242115, with its registered office at 382 Kenton Road, Harrow, HA3 8DP, United Kingdom; Supplier Personnel means all employees, officers, staff, other workers, agents, and consultants of the Supplier, its Affiliates, and any of their sub-contractors who are engaged in the performance of the Services from time to time.
- 1.1.28. VAT - Value Added Tax under the Value Added Taxes Act of 1994, or any other equivalent sale or fiscal tax applicable to the sale of Services.

2. In these Conditions, unless the context requires otherwise:

- 2.1 Any clause, schedule, or other header in these Conditions is included solely for convenience and has no bearing on the interpretation of the Conditions.
- 2.2 A 'party' includes that party's personal representatives, successors, and authorized assigns.
- 2.3 A 'person' is defined as a natural person, a corporate or unincorporated entity (whether or not it has independent legal personality), and that person's personal representatives, successors, and allowed assigns.
- 2.4 A 'company' refers to any firm, corporation, or other corporate entity, wherever and wherever it is incorporated or founded.
- 2.5 A reference to a gender includes each other gender;
- 2.6 Any clause, schedule, or other titles provided in these Conditions are presented only for convenience and have no bearing on the interpretation of the Conditions.
- 2.7 A 'party' refers to that party's personal representatives, successors, and allowed assigns.
- 2.8 A 'person' is defined as a natural person, a corporate or unincorporated entity (whether or not it has independent legal personality), and that person's personal representatives, successors, and authorized assigns.
- 2.9 Any reference to a "company" includes any company, corporation, or other corporate body, wherever and whether it is constituted or created
- 2.10 A reference to a gender encompasses all other genders as well.

3. Application of these Conditions

- 3.1 These Terms and Conditions apply to and are incorporated into the Contract between the Supplier and the Customer. They supersede any previously issued purchase or supply terms and conditions.
- 3.2 Except as otherwise agreed in writing by the Supplier, no terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification, or other document shall form part of the Contract.
- 3.3 No amendment to these Conditions, Order, or Contract shall be valid unless expressly approved in writing and executed by a fully authorized signatory on behalf of the Supplier.
- 3.4 Each Order submitted by the Customer to the Supplier shall constitute an offer to acquire Services pursuant to the Terms and Conditions specified on the Supplier's order form.
- 3.5 If the Supplier is unable to accept an Order, it must tell the Customer as soon as possible.
- 3.6 An Order's offer shall remain in force and be susceptible of acceptance by the Supplier for ten Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 3.7 At its discretion, the Supplier may accept or reject an Order. An Order shall not be accepted, and no binding obligation to deliver any Services shall exist, unless the sooner of the following events occurs:
- 3.8 The Supplier's written acceptance of the Order; or The Supplier executing the Services or informing the Customer that they are ready for performance (as the case may be).
- 3.9 The Supplier's rejection of an Order, including any communication accompanying such rejection, does not constitute a counter-offer capable of acceptance by the Customer.
- 3.10 From time to time, the Supplier may offer quotes to the Customer. Quotes are merely invitations to treat. They are not an offer to provide Services and cannot be accepted by the Customer.

- 3.11 Marketing and other promotional materials linked to the Services are provided for illustration purposes only and do not form part of the Contract.

4. Price

- 4.1 The price for the Services shall be as specified in the Order or, in the absence of such a provision, shall be determined in accordance with the Supplier's current charge scale as indicated by the Supplier prior to the day the Order is placed ("Price").
- 4.2 The price displayed is correct at the moment of contract execution. The Supplier has the right to conduct an annual pricing review.
- 4.3 All expenses are associated with the delivery of services as outlined in the Service Level Agreement (SLA). The conditions of which may be updated from time to time by the Supplier in response to customer requests for additions or as a need owing to changes in the law. Any additional connected costs will be invoiced to the Customer at regular rates by the Supplier. All prices displayed are ex-VAT (or equivalent sales tax), which will be charged where applicable.
- 4.4 On receipt of a valid VAT invoice, the Customer shall pay any relevant VAT to the Supplier.
- 4.5 The Supplier may increase the Prices at any time by providing the Customer with written notice of not less than 15 Business Days, provided that the increase does not exceed 5% over RPI above the Prices in force immediately prior to the increase.
- 4.6 Notwithstanding section 3.5, the Supplier may, by writing notice to the Customer, raise the Prices with immediate effect.
- 4.7 In connection to section 3.6, the Supplier agrees to raise prices only if the rise in direct costs to the Supplier exceeds 2% and is caused by reasons beyond the Supplier's control.

5. Payment

- 5.1 The Supplier may charge the Customer at any time for the Services.
- 5.2 The Customer is responsible for paying all invoices:
- 5.3 In cleared monies within thirty days of the date of each invoice, without deduction or set-off;
- 5.4 To the Supplier's chosen bank account
- 5.5 Payment must be made as soon as possible. If monies payable under these Terms and Conditions are not paid in full by the due date:
- 5.6 The Supplier may, without restricting its other rights, levy interest on such payments at 4% per year over the current base rate of the Royal Bank of Scotland, and
- 5.7 Interest will accumulate on a daily basis from the due date for payment until full payment is received, whether before or after judgement.
 - 5.7.1 Credit limit
 - 5.7.1.1 The Supplier reserves the right to set and change credit limitations at any time, and to withhold all future shipments if the Customer exceeds such credit limit.

6. Performance

- 6.1 In an Order, it must be specified if the Services are to be:
- 6.2 Carried out at the Location on the date(s) stated in the Order;
Or
- 6.3 Done at a different location specified in the Order (as the case may be). The Customer must make such premises available to the Supplier so that the Supplier may perform the Services within the time frame specified in the Order.
- 6.4 The Services shall be deemed completed upon completion of the Services as indicated in the Order.
- 6.5 The Supplier has the option to execute the Services in instalments. Any failure to perform or a flaw in an instalment does not entitle the Customer to cancel any subsequent instalment.
- 6.6 Each performance of the Services must be accompanied by a performance note indicating the following
- 6.7 The date of the Order;
- 6.8 The relevant Customer and Supplier details;
- 6.9 The category, type and quantity of Services performed; and
- 6.10 Any special instructions.
- 6.11 Time of performance of the Services is not critical. The Supplier will utilize reasonable efforts to meet specified performance dates, but any such dates are simply estimates.
- 6.12 The Supplier is not responsible for any delay or failure to perform caused by:
- 6.13 The Customer's failure to: (i) make the Location available; (ii) prepare the Location in accordance with the Supplier's instructions or as required for the performance of the Services; or (iii) provide the Supplier with adequate instructions for the performance or otherwise relating to the Services.

7. Anti-bribery

- 7.1 For the purposes of this section 8, the terms 'sufficient processes' and 'related with' will be construed in accordance with the Bribery Act 2010 and any legislation or guidelines issued in compliance with it.
- 7.2 Each party shall comply with any Bribery Laws, including ensuring that effective measures to prevent bribery are in place, and shall take all reasonable efforts to ensure that:
 - 7.2.1 All members of the party;
 - 7.2.2 Everyone else linked with the party; and
 - 7.2.3 All of that party's subcontractors who are involved in the performance of the Contract must comply.
- 7.3 Without limiting clause, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf, directly or indirectly.
- 7.4 Each party must promptly tell the other if it becomes aware of a violation or potential breach of any of the requirements in this section 7.

8. Anti-slavery

- 8.1 The Customer agrees, guarantees, and represents:
- 8.2 Neither the Customer nor any of its officers, employees, agents, or subcontractors:
 - 8.2.1 Committed a Modern Slavery Act 2015 violation (an MSA Offense); or
 - 8.2.2 Been told that it is the subject of an investigation or prosecution for an alleged MSA Offense under the Modern Slavery Act 2015; or
- 8.3 Is aware of any conditions within its supply chain that may give rise to an inquiry or prosecution under the Modern Slavery Act 2015;
- 8.4 It shall comply with the Modern Slavery Act 2015 and the Supplier's Modern Slavery Policy;

And

- 8.5 If it becomes aware or has reason to think that it, or any of its officers, employees, agents, or subcontractors, has broken or is about to break any of Customer's responsibilities under paragraph 9.1, it must tell the Supplier promptly in writing. This warning must include comprehensive facts about the circumstances surrounding the violation or threatened breach of the Customer's responsibilities.
- 8.6 Any breach of clause 9.1 by the Customer shall be regarded a substantial breach of the Contract, entitling the Supplier to immediately terminate the Contract.

9. Intellectual property

- 9.1 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs, and expenses (including reasonable and necessary professional fees) incurred by it as a result of any action, demand, or claim that the performance of the Services infringes the Intellectual Property Rights of any third party ("IPR Claim"), provided that the Supplier shall have no such liability if the Customer fails to comply with this provision.
- 9.2 Uses such third-party Intellectual Property Rights for purposes other than those envisaged by the parties when they entered into this Contract.
- 9.3 Does not inform the Supplier in writing of any IPR Claim of which it is aware as soon as reasonably feasible or when it should have reasonably become aware of the violation, whichever is relevant.
- 9.4 Without the Supplier's prior written approval, makes any admission of culpability or agrees to any settlement or compromise of the applicable IPR Claim;
- 9.5 Does not allow the Supplier to pursue or resolve any negotiations and litigation resulting from the IPR Claim at its own discretion at its request and expense;
- 9.6 Does not take all reasonable precautions to mitigate any losses that it or any third party may experience as a result of the IPR Claim;
- 9.7 Does not, at the Supplier's request, provide the Supplier with all reasonable assistance in regard to the IPR Claim (at the Customer's expense), including immediate access to any relevant Customer premises, officers, employees, contractors, or agents.
- 9.8 Follow any other reasonable directions that the Supplier may give the Customer from time to time.
- 9.9 If an IPR Claim is asserted or is reasonably expected to be asserted, the Supplier may, in its discretion.
- 9.10 Obtain the right for the Customer to continue receiving the benefit of the applicable Services;

or

- 9.11 Modify or replace the infringing element of the Services in order to prevent the infringement or claimed infringement, as long as the Services remain in material conformity with their Specification.
- 9.12 The Supplier's duties under clause 1 do not apply to Services that have been changed or used by the Customer in a manner other than in accordance with the Contract or the Supplier's instructions. The Customer must indemnify the Supplier for all losses, damages, responsibility, costs, and expenses (including reasonable legal fees) incurred by the Supplier in connection with this Agreement.

10. Confidentiality and announcements

- 10.1 The Customer must maintain all Secret Information of the Supplier and any Affiliate of the Supplier confidential and shall only use it as needed to execute the Contract. This clause's provisions do not apply to:
 - 10.1.1 Any information that was in the public domain at the time the Contract was signed;
 - 10.1.2 Any future information that becomes public, other than as a result of a breach of the Contract or any linked agreement;
 - 10.1.3 Any information created independently by the Customer without the use of information obtained as a result of a third party's breach of a confidentiality duty owed to the Supplier;
 - 10.1.4 Any information created by the Customer independently without the use of information given by the Supplier or any Affiliate of the Supplier;
 - 10.1.5 Any disclosure required by law, a regulatory body, or the requirements of the Contract, except that the provisions of paragraphs 13.1.1 to 13.1.4 shall not apply to information referred to in section 13.4.
- 10.2 This clause shall be in effect for a period of five years from the date of the Contract and, if longer, for a period of three years after the Contract's termination.
- 10.3 Except as required by law or regulatory authorities, the Customer must not make any public announcements or reveal any information relating to the Contract.
- 10.4 Confidential Information that is Protected Data (as defined in paragraph 11) may be disclosed or used only to the extent that such disclosure or use does not conflict with any of the conditions of section 11.1.

11. Processing of personal data

- 11.1 For the purposes of processing Protected Data under the Contract, the parties agree that the Customer is the Controller and the Supplier is the Processor. In connection with the processing of Protected Data, the Customer must always comply with all Data Protection Laws. The Customer must guarantee that any instructions given to the Supplier about Protected Data (including the terms of the Contract) are always in conformity with Data Protection Laws. All parties agree that if there is a disagreement between this clause and the SLA, the SLA shall take precedence.
- 11.2 The Supplier must treat Protected Data in accordance with the duties imposed by Data Protection Laws and the conditions of the Contract.
- 11.3 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands, and legal and other professional costs arising out of or in connection with any breach by the Customer (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority).
- 11.4 The Supplier shall:
 - 11.4.1 Only process (and ensure Supplier Personnel only process) the Protected Data in accordance with the Service Level Agreement and the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing), except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prohibits it from doing so on important grounds of public interest);

and
 - 11.4.2 Without prejudice to clause 4.1, if the Supplier believes that any instruction received from the Customer is likely to violate Data Protection Laws, the Supplier shall promptly notify the Customer and shall be entitled to cease providing the relevant Services until the parties have agreed on appropriate amended instructions that are not infringing.

- 11.4.3 Taking into account the state of technological development and the nature of the processing, the Supplier shall implement and maintain the technical and organisational measures outlined in the Service Level Agreement to protect the Protected Data from accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access.
- 11.4.4 The Supplier shall:
 - 11.4.4.1 Not allow any processing of Protected Data by any agent, subcontractor, or other third party (except its own or Sub Processors' own employees in the course of their employment who are subject to an enforceable obligation of confidentiality with regard to the Protected Data) without the Customer's prior written authorization;
 - 11.4.4.2 Prior to the relevant Sub-Processor carrying out any processing activities in relation to the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as set forth in this clause 14 that is enforceable by the Supplier, and ensure that each such Sub-Processor complies with all such obligations.
 - 11.4.4.3 continue to be fully accountable to the Customer under the Contract for all of each Sub-actions Processor's and omissions as if they were its own; and
 - 11.4.4.4 Ensure that all personnel authorised to handle Protected Data by the Supplier or any Sub Processor are bound by a binding written contractual commitment to keep the Protected Data secret.
- 11.4.5 The appointment of the Sub-Processors indicated in the Service Level Agreement is authorised by the Customer.
- 11.4.6 The Supplier shall (at the Customer's cost):
 - 11.4.6.1 assist the Customer in ensuring compliance with the Customer's responsibilities under Articles 32 to 36 of the GDPR (and any comparable requirements under applicable Data Protection Laws), taking into consideration the nature of the processing and the information available to the Supplier; and

- 11.4.6.2 Taking into account the nature of the processing, assist the Customer (through appropriate technical and organisational measures), to the greatest extent possible, in fulfilling the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 1.1.29. Without the prior written approval of the Customer, the Supplier shall not process and/or transmit, or otherwise directly or indirectly disclose, any Protected Data in or to countries other than the United Kingdom or the European Economic Area, or to any International Organization.
- 1.1.30. In accordance with Data Protection Laws, the Supplier shall make available to the Customer such information in its possession or control as is required to demonstrate the Supplier's compliance with the obligations imposed on it under this clause 14 and to demonstrate compliance with the obligations imposed on each party by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits (subject to a maximum of one audit request in any 12 month period under this clause 14.10).
- 1.1.31. Upon becoming aware of any Personal Data Breach with relation to any Protected Data, the Supplier should notify the Customer without undue delay and in writing.
- 1.1.32. At the end of the provision of the Services relating to the processing of Protected Data, the Supplier shall either return all of the Protected Data to the Customer at the Customer's expense and at the Customer's option, or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it), except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 14 will remain in effect even if the Contract is terminated or expires.

12. Force Majeure

12.1 A party is not responsible if it is delayed or hindered from completing its duties as a result of Force Majeure, provided that it

12.1.1 notifies the other of the Force Majeure incident and its estimated duration as soon as possible

And

12.1.2 makes every effort to mitigate the consequences of that incident.

12.1.3 If, due to Force Majeure, a party:

12.1.3.1 Is unable to execute a substantial duty; or

12.1.3.2 If delayed or hindered from executing its responsibilities for a continuous period of more than 14 days, or for a total of more than 30 days in any consecutive period of 60 days; the other party may terminate the Contract on immediate notice within 30 days.

13. Termination

- 13.1 The Supplier may terminate the Contract or any other contract it has with the Customer at any time by giving the Customer written notice.
 - 13.1.1 The Customer violates the Contract in a substantial way that cannot be remedied;
 - 13.1.2 The Customer violates the Contract in a substantial way that can be fixed, and such breach is not corrected within 14 days of receiving written notice of such violation;
 - 13.1.3 The Customer has failed to pay any amount due under the Contract on the due date, and such amount remains unpaid 30 days after the Supplier has notified the Customer that the payment is past due;
 - or
 - 13.1.4 Any approval, licence, or authorization held by the Customer is cancelled or amended to the point that the Customer is no longer able to perform its obligations under the Contract or obtain any benefit to which it is entitled.
- 13.2 If the Customer fails to comply with the terms of the Contract, the Supplier may cancel the Contract at any time by providing written notice to the Customer.
 - 13.2.1 ceases all or a major portion of its operations, or signals in any way that it plans to do so;
 - 13.2.2 Is unable to pay its debts, either in accordance with Section 123 of the Insolvency Act 1986 or if the Supplier has reasonable grounds to think that this is the case;
 - 13.2.3 Enters into a corporate voluntary arrangement under the Insolvency Act of 1986;
 - 13.2.4 Has a receiver, manager, administrator, or administrative receiver appointed over all or a portion of its undertaking, assets, or income;
 - 13.2.5 Has had a resolution voted for its dissolution.;

- 13.2.6 has a petition for winding up brought to any court, or an application for an administration order is made, or any winding-up or administration order is issued against it;
 - 13.2.7 Is subject to any process for taking possession of its goods that is not withdrawn or discharged within seven days of its commencement;
 - 13.2.8 A freezing order has been issued against;
 - 13.2.9 Is subject to any recovery or attempted recovery of things given to it by a supplier who retains rights to those items;
 - 13.2.10 Is subject to any occurrences or conditions similar to those described in paragraphs 16.2.1 to 16.2.9 in any jurisdiction;
 - 13.2.11 Takes any steps in anticipation of, or with no realistic prospect of avoiding, any of the events or procedures described in clauses 16.2.1 to 16.2.10, including giving notice for the convening of any creditors' meeting, filing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorizing any steps to be taken to enter into an insolvency process.
- 13.3 The Supplier may cancel the Contract at any time by giving the Customer not less than four weeks' written notice if the Customer undergoes a change of Control or if it is reasonably expected to experience a change of Control within two months.
- 13.4 The Supplier's right to terminate the Contract under clause 16.2 shall not apply if the relevant procedure is engaged into for the purpose of a genuine amalgamation, reconstruction, or merger (where applicable), and the amalgamated, reconstructed, or merged party agrees to adhere to the Contract.
- 13.5 If the Supplier becomes aware of any incident or circumstances that may allow the Customer to terminate the Contract under this paragraph 16, the Supplier must promptly notify the Customer in writing.
- 13.6 The termination or expiry of the Contract has no effect on the Supplier's accrued rights and liabilities up to the date of termination.

- 13.7 The Customer shall have the right to cancel this Agreement in whole or in part for convenience by providing the Supplier with at least 6 months prior written notice. Such notification shall not expire before the termination date of the agreement, as specified in the order. If such notification is not received, the agreement will be extended for another year until such notice is received. All parties agree that if there is a disagreement between this clause and the SLA, the SLA shall take precedence.
- 13.8 According to clause 16.7, the Supplier shall be entitled to seek reimbursement from the Customer for any expenses incurred as a result of the termination, including employee costs and termination of subcontracts linked with this Agreement.

14. Dispute resolution

- 14.1 Any disagreement between the parties originating from or related to the Contract must be resolved in line with the terms of this paragraph 14.
- 14.2 The dispute resolution procedure can be started at any moment by one party notifying the other party in writing that a conflict has occurred. The notification must provide sufficient information about the nature of the disagreement.
- 14.3 The parties must undertake all reasonable efforts to obtain a negotiated settlement using the following procedures:
- 14.4 Within 7 days of receiving the notification, the contract managers/appointed representatives of the parties must meet to discuss and seek to settle the issue.
- 14.5 If the issue is not resolved within seven days of the first meeting of the contract managers/appointed representatives, it will be reported to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) must meet within 7 days to discuss and seek to resolve the conflict.
- 14.6 The particular method for resolving the disagreement under article 17.3.2 is left to the parties' reasonable discretion, but may involve the creation and submission of declarations of fact or position.
- 14.7 If the disagreement is not resolved within 14 days following the first meeting of the chief executives (or equivalent) under article 17.3.2, the case may be submitted to mediation in accordance with the London Court of International Arbitration Mediation Rules, with the consent of both parties.
- 14.8 Whether or whether the processes referred to in articles 17.3 and 17.5 have been performed, any party may initiate formal legal actions or initiate arbitration at any moment.

15. Notices

- 15.1 Any notice or other communication sent by a party in accordance with these Terms and Conditions shall:
- 15.2 Be in writing and in English;
- 15.3 Be signed by or on behalf of the party delivering it (save for email notifications); and
- 15.4 Be addressed to the appropriate party at the address specified in the Contract;
- 15.5 Notices may be given and are deemed received if the following conditions are met
- 15.6 By hand: when a signature is obtained at the time of delivery;
- 15.7 Royal Mail first-class prepaid post: at 9.00 a.m. on the second Business Day following posting;
- 15.8 Courtesy of Royal Mail International Post was signed at 9.00 a.m. on the fourth Business Day following posting; and
- 15.9 Via email if confirmation is delivered through first-class mail: upon receipt of a delivery email from the proper address.
- 15.10 Any change to a party's contact details as specified in the Contract must be communicated to the other party in line with paragraph 18.1 and will take effect:
- 15.11 On the date mentioned in the notification as the date of such modification; or
- 15.12 If no date is stated, the notification is presumed to have been received five Business Days later.
- 15.13 All references to time are to the local time at the considered receipt location.
- 15.14 This section does not apply to notices provided in legal or arbitral procedures.
- 15.15 A notice delivered under these Conditions is not lawfully served if it is conveyed by email in any other way than as specified in section 18.2.4.

16. Cumulative remedies

- 16.1 The rights and remedies specified in the Contract for the Supplier are cumulative and not exclusive of any rights and remedies given by law.

17. Further assurance

- 17.1 The Customer shall do all actions and execute all papers required to give full effect to the Contract at the request of the Supplier and at the Customer's own expense.

18. Entire agreement

- 18.1 The parties acknowledge that the Contract and any documents entered into pursuant to it represent their whole agreement and replace all previous agreements, understandings, and arrangements, whether written or oral, between them in relation to its subject matter.
- 18.2 Each party recognises that it did not enter into the Contract or any papers entered into pursuant to it in reliance on, and shall have no recourse for, any representation or warranty that is not specifically set out in the Contract. On the basis of any statement in the Contract, no party shall have any claim for innocent or negligent misrepresentation.
- 18.3 Nothing in these Terms and Conditions is intended to restrict or exclude responsibility for fraud.

19. Variation

- 19.1 All modifications and revisions to the Contract, including changes to the Services needed, must be agreed and authorised by both Parties, taking into consideration any impact on the present Services and any changes to the Charges. No such changes will be effective unless they are recorded in writing and agreed to by both Parties.
- 19.2 Without the express approval of the Supplier, the Client will not be permitted to amend or vary any technical specifications, service volumes, Site-related details, Contract start and termination dates, working hours, or any other written information given in conjunction with the Order Documentation. Any such effort entitles the Supplier, without prejudice to any other rights, to either:
 - 19.2.1 Terminate the Contract with immediate effect and/or collect as a debt from the Client any expenditures spent by the Supplier in connection with the Services, including expenses incurred in preparation for the start of the Services that cannot be reasonably reduced by the Supplier.
 - 19.2.2 Offer an adjustment of the Charges to the Client at its exclusive discretion, which, if accepted, would terminate the previous Contract and the Supplier will issue a new Order Documentation based on the different information and Charges. The processing of such change may be subject to an administration fee equivalent to 5% of the Contract's revised value.
 - 19.2.3 Clause 19.2.2 will also apply if the Client wants or requires additional Services in addition to those stated in the Order Documentation for the purpose of allowing, facilitating, or increasing the Client's benefit from the Services that have been so described.
- 19.3 19.2 If the Order Documentation specifies a minimum number of working days for which the Supplier must make any member(s) of Personnel available to perform the Services, the Client will be liable for payment of the Charges for each such day that the Personnel are available, regardless of any change in the Client's requirements or reduction in the number of Service days actually utilised.
- 19.4 If the Order Documentation specifies a minimum number of working days for which the Supplier must make any member(s) of Personnel available to perform the Services, the Client is responsible for payment of the Charges for each such day that the Personnel are available, regardless of any change in the Client's requirements or reduction in the number of Service days actually utilised.

20. Assignment

- 20.1 Without the Supplier's prior written approval, the Customer may not assign, sublet, or encumber any right or obligation under the Contract, in whole or in part.
- 20.2 Notwithstanding clause 24.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate, provided that the Customer provides the Supplier with prior written notice of such subcontracting or assignment, including the identity of the relevant Affiliate. The Customer recognises and accepts that any act or omission of its Affiliate in connection to the Customer's rights or duties under the Contract shall be considered an act or omission of the Customer itself.

21. No Partnership or agency

- 21.1 The parties are separate individuals who are not partners, principal and agent, or employer and employee, and the Contract does not create any joint venture, trust, fiduciary, or other connection between them other than the contractual relationship specifically stated in it. None of the parties shall have, nor shall they represent that they have, any power to make promises on behalf of the other party.

22. Equitable relief

- 22.1 The Customer acknowledges that any breach or threatened violation of the Contract may cause irreparable injury to the Supplier, for which damages may not be an appropriate remedy. As a result, the Customer acknowledges and accepts that, in addition to any other remedies and damages available to the Supplier, the Supplier is entitled to the remedies of specific performance, injunction, and other equitable relief without the need for evidence of exceptional damages.

23. Severance

- 23.1 If any term of the Contract (or any portion of any provision) is or becomes unlawful, invalid, or unenforceable, the legality, validity, and enforceability of the other provisions of the Contract will not be impacted.
- 23.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid, or unenforceable but would be legal, valid, and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with any deletions or modifications necessary to make the provision legal, valid, and enforceable. In the event that such deletion or change occurs, the parties must negotiate in good faith to agree on the terms of a mutually acceptable substitute provision.

24. Waiver

- 24.1 Any failure, delay, or omission by the Contract to exercise the right, power, or remedy granted by law or under the Contract shall not be construed as a waiver of that right, power, or remedy, nor shall it prevent or restrict any subsequent exercise of that or any other right, power, or remedy.
- 24.2 No single or partial exercise by the Supplier of any right, power, or remedy permitted by law or under the Contract shall preclude the Supplier from exercising that right, power, or remedy in the future or from exercising any other right, power, or remedy.
- 24.3 A waiver by the Supplier of any term, provision, condition, or violation of the Contract shall be valid only if delivered in writing and signed by the Supplier, and only in the instance and for the purpose for which it is given.

25. Conflicts within contract

- 25.1 If there is a discrepancy between the terms in the Conditions and the terms in the Order, schedules, appendices, or annexes to the Contract, the conditions established in the Service Level Agreement will take precedence.
- 25.2 Charges and expenditures The Customer is responsible for all fees and expenses spent in connection with the Contract's negotiation, preparation, signing, and execution (and any documents referred to in it).

26. Third party rights

- 26.1 Except as specifically specified in section 33.2, a person who is not a party to the Contract has no rights to enforce any of the Contract's provisions under the Contracts (Rights of Third Parties) Act 1999.
- 26.2 Under the Contracts (Rights of Third Parties) Act 1999, any Affiliate of the Supplier has the right to enforce any of the Contract's stipulations. Any such Affiliate's permission is not necessary to withdraw or alter the Contract or any of its provisions.

27. Governing law

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

28. Jurisdiction

- 28.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including noncontractual disputes or claims).



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