

G-CLOUD 15

TERMS & CONDITIONS



FULLPROXY LIMITED Terms and Conditions

for the Supply of Goods and Services

January 2026

The Customer's attention is particularly drawn to the provisions of condition 13 (Limitation of liability):

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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

Commencement Date: has the meaning given in condition 2.2.

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

Contract: the contract between the Supplier and the Customer for the supply of Equipment and/or Services in accordance with these Conditions.

Course(s): has the meaning given in condition 7.5.

Customer: the person or firm who purchases the Equipment and/or Services from the Supplier.

Data Protection Legislation: all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in the United Kingdom relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

Dead on Arrival: Equipment that fails to operate (fully or in part) at the time of delivery.

Deliverables: all products and materials developed by the Supplier in relation to the provision of the Services in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts).
Delivery Location: has the meaning given in condition 4.2.

Force Majeure Event: has the meaning given to it in condition 16.1.

Equipment: the equipment detailed in the Supplier's quotation.

Equipment Specification: any specification for the Equipment, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Purchase Order: the Customer's order for the supply of Equipment and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: other than in relation to the provision of Course(s), the description or specification of the Services provided in writing by the Supplier to the Customer and, in relation to the provision of Courses, the description of the Course(s) as set out in the course outline.

Software: any operating system installed on the Equipment.

Supplier: FullProxy Limited, registered in Scotland with company number SC522283

Supplier Materials: has the meaning given in condition 8.1(h).

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 assignees.

(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.

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2. Basis of Contract

2.1 The Purchase Order constitutes an offer by the Customer to purchase the Equipment and/or Services specified in the Supplier's quotation on these Conditions; accordingly, the execution and return of the acknowledgement copy of the Purchase Order by the Supplier, or the execution and issue of an acknowledgement or confirmation of purchase order form by the Supplier, or the acknowledgement in writing of the Purchase Order by the Supplier, or the Supplier's commencement or execution of work pursuant to the Purchase Order, shall establish a contract for the supply and purchase of the Equipment and/or Services specified in the Supplier's quotation on these Conditions. For the avoidance of doubt the terms of the Supplier's Quotation cannot be amended in a Purchase Order and Purchase Orders shall be deemed to be an offer to purchase the Equipment and/or Services as specified in the Supplier's quotation notwithstanding any purported change to the terms of the Supplier's quotation detailed in such Purchase Order. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the Purchase Order shall not govern the Contract.

2.2 The Contract shall come into existence on the first to occur of the execution and return of the acknowledgement copy of the Purchase Order by the Supplier, or the issue of a confirmation of purchase order form by the Supplier, or the acknowledgement in writing of the Purchase Order by the Supplier, or the Supplier's commencement or execution of work pursuant to the Purchase Order (Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier or by any supplier to the Supplier and any descriptions of the Equipment or illustrations or descriptions of the Services contained in the Supplier's website, catalogues or brochures or those of its suppliers are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment 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 Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of seven days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.

3. Equipment

3.1 The Equipment is as described in the Equipment Specification or, where there is no Equipment Specification, in the Supplier's quotation.

3.2 To the extent that the Equipment is to be manufactured in accordance with an Equipment Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Equipment Specification. This condition 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Equipment Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

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4. Delivery of Equipment

4.1 Equipment may be delivered to the Customer directly by the manufacturer or may be delivered by the Supplier. Where the Supplier is delivering the Equipment, it shall ensure that:

- (a) each delivery of the Equipment is accompanied by a delivery note which shows the type and quantity of the Equipment (including the code number of the Equipment, where applicable); and
- (b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 The Supplier shall deliver or shall procure that the Equipment is delivered to the location set out in the Purchase Order or such other location as the parties may agree (Delivery Location) at any time after the manufacturer or the Supplier as the case may be notifies the Customer that the Equipment is ready.

4.3 Delivery of the Equipment shall be completed on the completion of unloading of the Equipment at the Delivery Location.

4.4 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. If the manufacturer or the Supplier as the case may be fails to deliver the Equipment, the Supplier's liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement equipment of similar description and quality in the cheapest market available, less the price of the Equipment. The Supplier shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Equipment or any relevant instruction related to the supply of the Equipment.

4.5 If the Customer fails to accept delivery of the Equipment within three Business Days of the Supplier or the manufacturer of the Equipment as the case may be notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Equipment:

- (a) delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier or the manufacturer of the Equipment as the case may be notified the Customer that the Equipment was ready; and
- (b) the Supplier or the manufacturer of the Equipment as the case may be shall store the Equipment until delivery takes place and shall be entitled to charge the Customer for all related costs and expenses (including insurance).

4.6 If ten Business Days after the Supplier or the manufacturer of the Equipment as the case may be notified the Customer that the Equipment was ready for delivery the Customer has not accepted delivery of it, the Supplier may resell or otherwise dispose of the Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Equipment or charge the Customer for any shortfall below the price of the Equipment.

4.7 If the Supplier or the manufacturer of the Equipment as the case may be delivers up to and including 5% more or less than the quantity of Equipment ordered the Customer may not reject it.

4.8 The Supplier or the manufacturer of the Equipment as the case may be may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

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5. Quality of Equipment

5.1 The Supplier warrants that on delivery the Equipment is free from material defects in design, material and workmanship.

5.2 The Customer agrees that it will inspect and test the Equipment immediately upon delivery and in all cases shall inform the Supplier in writing within 24 hours of delivery if the Equipment is Dead on Arrival. Any failure to do so shall be deemed to constitute acceptance by the Customer of the Equipment. Equipment that is Dead on Arrival can be returned to the Supplier only to the extent that the Supplier is in breach of the warranty contained in condition 5.1.

5.3 Should the Supplier be in breach of the warranty contained in condition 5.1 it shall at its option repair or procure the repair or replace the defective Equipment or refund the price of the defective Equipment in full.

5.4 Except as provided in this condition 5, the Supplier shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in condition 5.1.

6. Title and Risk

6.1 The risk in the Equipment shall pass to the Customer on delivery.

6.2 Title to the Equipment shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Equipment and any other equipment that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Equipment, in which case title to the Equipment shall pass to the Customer at the time specified in condition 6.4.

6.3 Until title to the Equipment has passed to the Customer, the Customer shall:

- (a) store the Equipment separately from all other equipment held by the Customer so that they remain readily identifiable as the Supplier's property;

- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- (c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in condition 14.1(b) to condition 14.1(d); and
- (e) give the Supplier such information relating to the Equipment as the Supplier may require from time to time.

6.4 Subject to condition 6.5, the Customer may resell or use the Equipment in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Equipment. However, if the Customer resells the Equipment before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Equipment shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in condition 14.1(b) to condition 14.1(d), then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell Equipment or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Equipment in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover them.

7. Supply of Services

7.1 The Supplier shall supply or procure the supply of the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services agreed between the Supplier and the Customer in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

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

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5 Where the Services comprise in whole or in part the provision of training courses and/or workshops (Course(s)):

- (a) Full refunds will be given for cancellations made by the Customer where the Supplier receives written notice at least 10 Business Days prior to the Course start date. The full course fee will be forfeited if cancellation is received 9 Business Days or less prior to the Course start date. Cancellation refers to a specific Course date. A request to transfer to a later Course will be treated as a cancellation. Customers who book Courses other than through the Supplier should make any changes to their booking via the person they booked through.
- (b) If the Course is at a Customer's site, any costs incurred due to re-scheduling will be charged in full regardless of any notice given prior to the Course start date.
- (c) Instead of re-scheduling a Course, the Customer may exchange a delegate booked on a Course without additional cost as long as the exchanged delegate meets the Course pre-requisites.
- (d) All Course placements must be completed within six months of the date of the Purchase Order.
- (e) The Supplier reserves the right to cancel a Course but will try to minimise disruption if in the Supplier's discretion it is practical so to do. The Supplier will use its reasonable endeavours to notify the Customer of any cancellation at least 10 Business Days prior to the Course start date, or otherwise as soon as reasonably possible.
- (f) If a Course is cancelled by the Supplier, the Supplier may offer delegate(s) on the cancelled Course attendance on the next scheduled occurrence of that Course which has available space, but shall not be obliged to do so. Where the parties are unable to agree a rescheduled date, the Course fees shall be refunded.

7.6 Delegate Preparation

The Customer shall inform its Course delegates of any Course pre-requisites and materials advance of the Course. The Customer shall ensure that delegates act reasonably on the Course and abide by all security and safety measures at the training location. The Supplier may remove a delegate from a Course where they (in the sole opinion of the Supplier) behave unreasonably. If the incident causes the Supplier financial loss, the Customer shall ensure that it or, where appropriate the delegate's company or the delegate's employer reimburses the Supplier in full for such financial loss and otherwise indemnifies the Supplier for any losses it may suffer as a direct or indirect result of such incident.

8. Customer's Obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Purchase Order and any information it provides in the Service Specification and the Equipment Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier 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 Customer's premises for the supply of the Services should this be required;
- (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, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

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(i) comply with any additional obligations as set out in the Service Specification or the Equipment Specification or as detailed in the Supplier's quotation or as otherwise agreed between the Supplier and the Customer in writing.

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

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

9. Charges and Payment

9.1 The price for Equipment:

- (a) shall be the price set out in the Supplier's quotation; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment.

9.2 The charges for Services shall be the charges as set out in Supplier's quotation for the agreed initial period during which the Services are to be provided. If the Services are to be continued or renewed after the end of such initial period the Supplier has the right to review/increase the charges for the Services on such terms as it sees fit.

9.3 In respect of Equipment and Services, the Supplier shall invoice the Customer at such time as the Supplier has detailed in its quotation and if no time for invoicing has been specified the Supplier shall invoice the Customer at such reasonable time as the Supplier thinks appropriate.

9.4 The Customer shall pay each invoice submitted by the Supplier:

- (a) within thirty days of the date of the invoice or as otherwise agreed in writing between the Supplier and the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

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

9.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under condition 14 (Termination), the Customer 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 condition 9.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.7 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).

10. Intellectual Property Rights

10.1 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Supplier. The Supplier hereby licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If the Supplier terminates the Contract this licence will automatically terminate.

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10.2 If the Customer is provided with any operating system software licence in respect of the Software, the Customer shall sign and return it to the Supplier within seven days of installation of the software, unless the licence has been supplied on a “shrink-wrap” or “click-wrap” basis.

10.3 If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

- (a) the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement) or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without Supplier’s prior written consent;
- (b) the Customer shall not use the Software on any equipment other than the Equipment, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;
- (c) such licence shall be terminable by either party on 28 days’ written notice, provided that the Supplier terminates only if the continued use or possession of the Software by the Customer infringes the developer’s or a third party’s rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and
- (d) on or before the expiry of this licence, the Customer shall return to the Supplier all copies of the Software in its possession.

11. Data Protection and Data Processing

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 11 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 12.2.

12.2 Each party may disclose the other party’s confidential information:

- (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 condition 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.

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13. Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

13.1 The Supplier 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 condition reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

13.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to 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).

All other warranties, conditions and other terms implied by statute of common law are excluded from the Contract to the fullest extent permitted by law.

13.3 Subject to condition 13.2, the Supplier's total liability to the Customer shall not exceed the price payable for the Equipment or Services as the case may be under condition 9. The Supplier's total liability includes liability in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

13.4 This condition 13.4 sets out specific heads of excluded loss:

- (a) Subject to condition 13.2, the types of loss listed in condition 13.4(b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:
 - (i) Loss of profits.
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.

13.5 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.6 This condition 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 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 twenty-one 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;
- (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.

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

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of Control (as such term is defined in section 1124 of the Corporation Tax Act 2010) of the Customer.

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14.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and the Supplier if (i) the Customer fails to pay any amount due under the Contract on the due date for payment, or (ii) the Customer becomes subject to any of the events listed in condition 14.1(b) to condition 14.1(d) or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of Termination

15.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Equipment supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables or Equipment which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

16. Force Majeure

16.1 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 or such failure of delay is that of a third party who is providing part of the Services directly to the Customer.

16.2 Without prejudice to the generality of condition 16.1, the Supplier reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Equipment ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

17. General

17.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer 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.

17.2 Notices.

(a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(i) 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); or

(ii) sent by email to the address given in, in the case of the Supplier, the Quotation and, in the case of the Customer, the Purchase Order or failing that as otherwise advised by the Customer to the Supplier.

(b) Any notice or communication 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; and

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(iii) if sent by or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this condition 17.2(b)(iii), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This condition 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.

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 condition 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 [or negligent misrepresentation] based on any statement in the Contract.

(c) Nothing in this condition 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 Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce any term of the Contract.

17.8 Variation. Except as set out in these Conditions, 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 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 Scottish law.

17.10 Jurisdiction. Each party irrevocably agrees that the Scottish courts 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.