

# nettelecom Communications Services Limited Standard Terms and Conditions for Hosted Telephony & IT Services and Support

## 1. DEFINITIONS

In these Terms and Conditions the following words and phrases shall have the following meanings;

**"Agreement"** means these Terms and Conditions, the Customer Price List and the Customer Order, taken together with the Company's Acceptable Use Policies and Privacy Policy (both of which are available at <http://www.nettelecom.uk.com>), constitute the agreement between the Company and the Customer for the supply of the Products and/or Services;

**"Broadband"** means the provision of transit and routing services for e-mail and general Internet access by means of delivering IP packets to the Customer's network boundary only, which does not include the transit, routing and delivery of IP packets to individual workstations in the Customer's network.

**"Company"** means nettelecom Communications Services Limited (Company Registration Number 7992420) – registered address Unit 3 Gateway Mews, Ringway, Bounds Green, London, N11 2UT.

**"Consultancy"** refers to the Company's expert opinion on matters including, but not limited to, best computing practices; computer hardware and software evaluation and/or recommendations; and computer systems analysis.

**"Customer"** means the person, group of persons or other entity to whom the Company may agree to provide Products and/or Services to in accordance with the terms of this Agreement.

**"Customer Order"** means the Customer's request for the supply by the Company of Products and/or Services or the Customer's acceptance of a quotation supplied by the Company;

**"Customer Price List"** means the Company's price list relating to the charges payable by the Customer for the Products and/or Services provided to them by the Company in accordance with the terms of this Agreement.

**"End User"** means the person or entity receiving the benefit of the Service and/or Product. End User and Customer are interchangeable terms when the Customer is the person or entity being billed by the Company.

**"Fax-2-Email"** means the provision of a service that converts facsimile transmissions into emails which are then sent to an email address.

**"Insolvency"** means in relation to the Customer any of the following (as relevant): the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time); or the entry into any compromise or arrangement with its creditors or if it commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company); or the occurrence or surffrance of anything equivalent under any jurisdiction other than England or Wales and "Insolvent" shall be construed accordingly.

**"Intellectual property rights"** means all copyrights, patents (registered and unregistered), design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

**"Minimum Cancellation Notice Period"** means the minimum period of notice that a Customer must give the Company to terminate a specific Subscription Service or this Agreement, as set out in these Terms and Conditions;

**"Minimum Service Period"** means the minimum Subscription Service Period as set out in Clause 4.2;

**"Product"** refers to the goods including, but not limited to, computer hardware and software items to be provided by the Company to the Customer; All references to "Products" shall be construed accordingly;

**"Service"** refers to the "Subscription Services" (meaning Broadband, Hosted Telephony / VoIP, and/or Fax-2-Email services) and the "Labour Services" (meaning Consultancy and Support) to be provided by the Company to the Customer; All references to "Services" shall be construed accordingly;

**"Spam"** means sending unsolicited and/or bulk emails.

**"Support"** refers to the Company's assistance on matters including, but not limited to, the installation, configuration and/or training of computer hardware or software items; the resolution and/or fault finding of computing operational issues; and the repair of faulty and/or damaged computer hardware or software items.

**"Third Party Software"** means all software owned or licensed to the Customer from any third party owner (weather or not supplied by the Company) and which comprises part of the Products and/or Services.

**"us" or "we"** means the Company, and references to "our" shall be construed accordingly;

**"Hosted Telephony / VoIP"** means Voice Over Internet Protocol which means the transit and routing of voice communication data using Internet Protocol.

**"you"** means the Customer, and references to "your" shall be construed accordingly.

## 2. PRODUCT AND SERVICE PROVISIONING

**2.1** We shall provide you with Services and/or Products subject to the terms of this Agreement, which, unless otherwise agreed in writing, shall prevail over any conditions stipulated by you.

**2.2** You can place an order for Services and/or Products by sending us a Customer Order either by post, by facsimile or by email to the contact details available from our website (<http://www.nettelecom.uk.com>).

**2.3** All Customer Orders received by us shall constitute an offer to us, under the terms of this Agreement, subject to availability and subject to our acceptance of the Customer Order.

**2.4** If we make software available to you that enables you to use the Subscription Services, this software must not be copied or modified by you or anyone else unless allowed by Law. Where such software is owned by or licensed to us, we will, where possible, grant you a revocable, non-transferable, non-assignable, non-exclusive licence to use it for the duration of this Agreement (or, if shorter the duration of any licence of the software to us). Where the use of such software by you requires you to enter a separate licence you agree to do so.

**2.5** We will endeavour to ensure that the Subscription Services are of a high quality. In order to maintain the quality and safety of the Subscription Services, we may from time to time suspend, close down or restrict the whole or any part of a Subscription Service in order to carry out essential repairs, maintenance and/or improvements (although we will give you as much notice as is reasonably practicable before doing so).

**2.6** If we require access to your premises to provide Services and/or Products, you agree to grant us access to your premises where we will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

## 3. CANCELLATION AND RESCHEDULING

**3.1** Unless otherwise agreed in writing, any request by you for cancellation or rescheduling of any Customer Order will be subject to acceptance by us at our sole discretion, and subject to a reasonable administration charge. You hereby agree to indemnify us against all losses, costs (including the cost of all labour and materials used and overheads incurred), damages, charges, and expenses arising out of the order and its cancellation or rescheduling.

## 4. SUBSCRIPTION SERVICE PERIODS

**4.1** We will activate a Subscription Service as soon as possible following our acceptance of your Customer Order.

**4.2** Unless otherwise terminated or suspended in accordance with this Agreement or amended in the contract of supply all Subscription Service will be provided for a Minimum Service Period of 12 months from the date of activation.

**4.3** Upon expiry of the periods referred to in Clause 4.2 the Subscription Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement.

## 5. CHANGES

**5.1** We aim to provide the Subscription Services for the relevant Service Period. However, we may have to modify, suspend, vary or discontinue the whole or any part of the Subscription Services (including, without limitation, any codes or access details or technical specifications associated with the Subscription Services) and will endeavour to give you as much notice as is reasonably practicable if we need to do so.

**5.2** We reserve the right to alter and re-publish the terms and conditions of this Agreement from time-to-time, as required.

**5.3** We will endeavour to let you know about any change referred to in Clause 5.2 at least one month before it happens. However, if we need to make changes, as soon as possible, for regulatory or legal reasons, we may be unable to meet that timescale. In those circumstances, we will let you know about any changes as soon as we can.

**5.4** If we have made a change to your significant disadvantage and you decide to terminate this Agreement early, you will not have to pay charges in relation to the Subscription Services, for the remainder of the Minimum Cancellation Notice Period.

## 6. PRICES

**6.1** Price lists and other advertising literature or materials used by us are intended only as an indication as to the price and range of the Products and Services offered and no prices, descriptions or other particulars therein shall be binding to us.

**6.2** All quoted or listed prices for Products and Subscription Services are based on the cost to us of supplying the Product or Subscription Service. If before delivery or provision of the Product or Subscription Service, there is an increase in any way of such costs and/or where the price quoted or listed is a mistake in respect of Products or Subscription Services that have not yet been delivered or provided, the price payable may be subject to amendment without prior notice at our discretion.

**6.3** All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by you and will be levied in accordance with UK legislation in force at the tax-point date.

## 7. PAYMENT TERMS

**7.1** Invoices for Products, together with any applicable Support charge for the installation of such Products, will be raised and dated by us on the date of the delivery of the Products.

**7.2** Invoices for Subscription Services will be raised and dated on the first day following the completion of the previous Subscription Service period.

**7.3** Unless otherwise agreed in writing, no invoices will be raised for any Consultancy provided.

**7.4** Invoices for Support will be raised on the first day of the following month in which the Support was provided.

**7.5** Unless otherwise agreed, Support spanning two or more months will only be invoiced for once we have concluded that the Support is complete.

**7.6** If we conclude that the Support we have provided has failed to achieve the desired outcome, then an invoice will only be raised for this Support if:

- We have reasonable cause to believe that you have not provided, or will not provide, a sufficient explanation of your Support request;
- You are unable to locate diskettes, CDs, manuals and/or other materials that are required either to complete the Support or to assure us that licensing requirements have been met;
- We have reasonable cause to believe that you are unable or unwilling to carry out actions we believe only you can do in order to enable us to successfully complete your Support request.

**7.7** Unless otherwise specifically requested and agreed, invoices will be payable by you (without any set off or deduction of any kind) within 30 days from the date of the invoice. The time of payment shall be the essence of the contract. Payments which are not received in full by the due date, will be considered overdue and remain payable by you together with interest for late payment which we are entitled to charge. The interest payment will be at a rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the date of the invoice until payment; such interest to be compounded on the first day of each calendar month and payable both before and after any judgement (unless the court orders otherwise).

**7.8** If Products are delivered in instalments we shall be entitled to invoice each instalment upon delivery thereof.

**7.9** Until you pay all debts to us:

- all Products will remain our property;
- all Products must be stored so that they are clearly identifiable as our property;
- you must insure all such Products.

**7.10** If you become or are deemed to have become Insolvent, then you permit us to reclaim our Products and you agree to give us permission to enter any premises where these Products are stored to remove them, using reasonable force if necessary.

**7.11** Despite our retention of the title of the Products, we reserve the right to take legal proceedings to recover the cost of Products and/or Services should you not make full payment by the invoice due date.

## 8. PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS

**8.1** You hereby acknowledge that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner.

**8.2** You hereby acknowledge that it is your sole responsibility to comply with any terms and conditions of license attaching to Third Party Software supplied and delivered by us (including if so required the execution and return of a Third Party Software license). You are hereby notified that a failure to comply with such terms and conditions could result in you being refused a software license or having the same revoked by the proprietary owner. You further agree to indemnify us in respect of any costs, charges or expenses incurred by us as the result of any breach of you of such terms and conditions.

**8.3** No title or ownership of software products or any Third Party Software licensed to you under this contract is transferred to you under any circumstances.

## 9. RETURNS

**9.1** We reserve the right to levy an administration charge in respect of the rotation of Products and returns.

**9.2** We reserve the right to reject the return of any Products which do not comply with the following:

- prior authority must be obtained from us which will be given at our sole discretion;
- the request for the return must be within 14 calendar days of the date of the invoice and the Products in issue must be returned within 14 calendar days of the authority to return;
- the Products must be in a saleable condition.

## 10. CONDITIONS OF USE

**10.1** You agree that you will be responsible for providing all suitable computer hardware, software and/or services (including, without limitation, a telephone line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, our Subscription Services.

**10.2** You agree that you will, at all times and for whatever purpose, use the Subscription Services and/or the Products in compliance with all Laws.

**10.3** In addition to Clause 10.2, you agree that you will not use, and will take all necessary precautions to ensure that nobody else uses the Subscription Services and/or the Products:

- fraudulently or in connection with any criminal offence;
- to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- to cause annoyance, inconvenience or anxiety;
- to Spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any Spam, unsolicited advertising or promotional material sent or provided by any Third Party;
- in any way which, in our opinion, is or is likely to be detrimental to the provision of Services to you or any of our Customers, or to our business and/or reputation;
- in contravention of any licences or Third Party rights, or in contravention of our Acceptable Use Policies.

**10.4** You agree that you will not perform or allow anyone else to perform any unauthorised IP or Port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.

**10.5** You agree to keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security and to keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

**10.6** You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that your User Name(s) and/or Password(s) have become known to anyone else.

**10.7** You agree that we may, from time to time, and, where possible, on giving you reasonable notice, suspend and/or change your User Name(s) and/or Password(s). You also agree that you will not alter or attempt to change your User Name at any time.

**10.8** Any Products, which you purchase from us, will be tested by us and configured to meet your basic specifications. Any alterations to the configuration of such Products will invalidate our support obligation (if any) relating to such Products.

## 11. SUSPENSION AND TERMINATION

**11.1** You agree that we may suspend or terminate the Services and/or terminate this Agreement at any time, without prior notice or refund to you, and without affecting any of our accrued rights or claims, either:

- where we reasonably believe that the Subscription Services are being used in breach of our Acceptable Use Policy, outlined in Clause 10;
- for non-payment of overdue invoices;
- for any other material breach of this Agreement by you;
- where you have breached this Agreement in any other way on three or more occasions; or
- if you become or are deemed to have become Insolvent.

**11.2** Where we decide, acting reasonably, that you are using the Subscription Services in a reckless or wasteful manner that may affect the Subscription Services provided to our other Customers, we may suspend or terminate your access to the Subscription Services in issue.

**11.3** You agree that, notwithstanding the provisions of Clauses 4 and 11.1 (but without affecting our other rights to terminate under this Agreement), we may terminate all or any of the Subscription Services at any time, on 14 days notice, and on repayment to you of a proportion of the charges which reflects the period agreed for provision of the Subscription Service which has yet to expire at the point of termination. Any refund that is due to you, will be made by us following the cancellation of the Subscription Service, and will be made direct to your bank

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account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank details to allow a refund to be made, you will lose the right to such refund.

**11.4** Any suspension of the Subscription Services by us in accordance with this Agreement will not constitute a termination of this Agreement and we may require you to pay a reconnection fee to recommence the Subscription Service together with the relevant charges.

**11.5** You may terminate all or any of the Subscription Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Should you wish to terminate a Subscription Service in accordance with this Clause, you must, give written notice to us in accordance with Clause 18. Where you terminate within the Minimum Service Period you will be liable to pay the charges due in respect of that Minimum Service Period.

**11.6** We may terminate all or any of the Subscription Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.

**11.7** The Minimum Cancellation Notice Period is 30 days (to expire at any time on or after the Minimum Service Period).

**11.8** Any data relating to a Subscription Service terminated pursuant to this Agreement will be deleted upon such termination.

## 12. CUSTOM-WRITTEN SOFTWARE

**12.1** Unless otherwise agreed in writing, we own the intellectual property rights on any custom written software developed by us.

**12.2** You shall immediately bring to our attention any infringement, or suspected infringement, by any Third Party of any of the Intellectual property rights in the software in question of which you are aware, and shall at the request and expense of us take such action or assist us in taking such action as we may deem appropriate to protect our rights.

**12.3** You undertake not to remove, delete or obscure any copyright notices or confidentiality notices on, or in, the software in question.

**12.4** If we have reasonable cause to believe that you have made unauthorised changes to any software developed by us, or allowed such unauthorised changes to be made by a Third Party, we reserve the right to revoke all Support directly related to the software in question.

## 13. HOSTED TELEPHONY / VOIP

**13.1** You confirm that you understand that our Hosted Telephony / VoIP Service:

- may not offer all of the features you may expect from a conventional phone line;
- may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;
- may not connect you to the public emergency service and if we do, may not provide your phone number and location details to the operator if you make a public emergency services call. You will have to provide your location information and phone number verbally to the operator; and
- may not offer you the ability to transfer (port) your existing number to an alternative service if your service ends.

**13.2** All alterations and updates to your Hosted Telephony / VoIP Service shall be made by you using the online account management facility. You will be issued with a User Name and Password in order to access your Hosted Telephony / VoIP account.

**13.3** The Hosted Telephony / VoIP Service provided by us is not a Publicly Available Telephone Services (PATS). Consequently, our Hosted Telephony / VoIP Service is subject to different regulatory treatment than a PATS and this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM in the UK.

## 14. WARRANTY

**14.1** We are not responsible for the servicing of any Products supplied. It is your responsibility to ensure that adequate maintenance agreements are established with appropriate suppliers, where required.

**14.2** If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired and replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products provided that no unauthorised modifications to the Product or to the system of which the Product forms have taken place. We are not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming products.

**14.3** We reserve the right to test all Products returned as faulty and to return to you (at your expense) any Products not found to be faulty. We also reserve the right to levy an additional reasonable charge to cover the cost of such testing.

**14.4** All software Products supplied hereunder are supplied "as is". Our sole obligation in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description provided always that you notify us within 90 calendar days of the date of delivery of the applicable software Product.

**14.5** If you reject Products as not being in accordance with the Customer Order pursuant to Clause 16.2 or 16.4 of this Agreement, we will only accept the return of such Products as provided in Clause 9 of this Agreement. We will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the manufacturer and, where applicable, the insurance company.

**14.6** All Subscription Services are supplied on an "as is" basis without any warranty of any kind. Therefore, whilst we will endeavour to ensure that the Subscription Services are of a high quality and available to you 100% of the time, we do not give any guarantee that the Subscription Services will be uninterrupted or free from error as they are provided by means of computer and telecommunications systems.

**14.7** We hereby warrant that all reasonable skill, care and diligence shall be taken in our provision of all Labour Services and that we shall in all professional matters act as a faithful advisor to you.

**14.8** You warrant and represent to us that any software you use in accordance with this Agreement will not infringe the intellectual property rights of any Third Party.

**14.9** Except as specifically set out in this Clause 14, we disclaim and exclude all other warranties, whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, satisfactory quality and fitness for a particular purpose, or arising from any previous course of dealing, usage or trade practice.

## 15. LIABILITY

**15.1** We will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Products.

**15.2** We will not be responsible for any loss or damage resulting from curtailment or cessation of the supply of Products following any variation as described in clause 15.1 of this Agreement.

**15.3** You agree that, in view of their nature, your use of the Subscription Services is at your sole risk and that, where a network or service provider suspends or terminates its connection to the Subscription Services, or where the Subscription Services suspends or terminates their connection to another network or service provider, for necessary commercial, technical or other reasons, this will not constitute a breach by us of this Agreement and that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of any such suspension or termination.

**15.4** You agree that the configuration of your internal network remains your responsibility. Any interruption to the Subscription Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Subscription Services.

**15.5** You acknowledge that the Internet is separate from the Subscription Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a Third Party when using the Internet.

**15.6** You acknowledge that we may exercise editorial control over the content of our servers but that we have neither the resources, nor the capability, of ensuring and checking the full content of our servers at all times. Neither are we able to control the content of the Internet. You therefore agree that we shall not be held responsible for the publication, transmission or reception of any defamatory material or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Subscription Services.

**15.7** You agree and acknowledge:

- that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Products and/or the Services provided to you under this Agreement;
- that we cannot adequately insure our potential liability to you; and
- that the sums payable by you under this Agreement have been calculated on the basis that we shall exclude liability in accordance with this Agreement.

**15.8** In no circumstances whatsoever will we be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with:

- any use of, or inability to use, the Subscription Services and/or Products;
- any actions taken by either us or by you in relation to Labour Services, provided; or
- any conflicts (howsoever caused) between your hardware or software items caused by issues beyond our control.

**15.9** In any event:

- Our liability to you for any failure of the Subscription Services or other event in any Minimum Cancellation Notice Period shall not exceed the charges payable in respect of such Minimum Cancellation Notice Period.
- Our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of charges paid by you to us in accordance with this Agreement.

**15.10** You agree that you are solely responsible for ensuring that adequate licensing has been purchased for all computer hardware/software items you use.

**15.11** You agree that you will be responsible for and hold us harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the use of the Services and/or the Products by you has infringed any Intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic) but excluding any liability which we face as a result of criminal prosecution.

**15.12** Neither we nor you shall be liable in any way for non-provision, part provision, ineffective provision or delay in provision of any of the Services and/or Products provided by us, directly or indirectly caused by the result of force majeure including any acts of God, outbreak of hostilities, insurrection, riot, civil disturbance, acts of terrorism, or regulations of any government or authority or any other cause beyond the reasonable control of party in default.

**15.13** Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence.

## 16. ASSIGNMENT

**16.1** We may transfer, assign or sub-contract the whole or any part of our rights and obligations under this Agreement.

**16.2** You agree that you will not assign, sub-contract, sell, transfer, lease, licence or charge by way of security any of your rights or obligations under this Agreement. Breach of this restriction in any way (whether successful or not), will result in the termination of all Services being provided to you.

## 17. PERSONAL DATA

**17.1** You agree that we may hold all names and other information in the Customer Order, in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the Products and/or Subscription Services.

**17.2** Neither we nor you can disclose confidential information made available to them from either party. For the purposes of this paragraph confidential information does not include information which is or becomes public knowledge or is or becomes known from other sources without restriction on disclosure.

## 18. NOTICES

**18.1** Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall, unless the contrary is proved, be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

## 19. WHOLESALE CUSTOMERS

**19.1** If you are acting as a wholesale Customer, you shall be responsible for billing the End User and will be liable for all debts incurred as part of the Products and/or Services supplied to the End User.

**19.2** Furthermore, as a wholesale Customer, all liability and assets remain distinct between you and us.

## 20. GENERAL

**20.1** This Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Products and/or Services, to the exclusion of all prior agreements, arrangements and understandings. This Agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into this Agreement, by statute, at common law or otherwise, is excluded, to the fullest extent permitted by Law.

**20.2** You acknowledge and agree that in entering into this Agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently) made by us other than as expressly set out in this Agreement.

**20.3** The only remedy available to you for a breach by us of this Agreement shall be for breach of contract under the terms of this Agreement.

**20.4** Nothing in this Agreement shall exclude or limit our liability for fraudulent misrepresentation.

**20.5** This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

**20.6** If any provision, clause or sub-clause of this Agreement is held by any competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, but would be valid and/or enforceable if any part of such provision, clause or sub-clause were deleted or modified, then that provision, clause or sub-clause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.

**20.7** If any part of this Agreement or the application of it to any person shall, for any reason, be adjudged by a competent authority to be invalid, void, voidable, illegal or unenforceable such judgement shall not affect the remainder of this Agreement which shall continue in full force and effect.

**20.8** References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.

**20.9** The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction.