

## TERMS AND CONDITIONS OF TRADING

### 1. DEFINITIONS

“**TDSi**” means Time and Data Systems International Limited or TDSi Revenue Systems Limited (as the case may be) and where the context so admits or requires their employees and authorised sub-contractors.

“**Buyer**” means the person, firm or company ordering the System from TDSi.

“**Conditions**” means these terms and conditions set out below, including any Special Conditions.

“**Contract**” means the contract for sale and purchase of the System and/or the licensing of software made between TDSi and the Buyer.

“**Documentation**” means all the software information and data (including the Software and any documentation for the Software) which is provided to the Buyer howsoever recorded.

“**Site**” means the location at which the System is to be installed.

“**Software**” means any computer program or suite of computer programs, howsoever recorded comprised in or supplied for use with the System.

“**Special Conditions**” means any specific terms set out in any written quotation or written acceptance of order by TDSi.

“**System**” means all and any products, goods, services and/or equipment detailed on the acceptance of order and where the context so admits shall include any Software.

### 2. APPLICATION, QUOTATIONS AND ORDERS

2.1 All Contracts are entered into upon these Conditions.

2.2 If there is any conflict between the Conditions and the Special Conditions then the Special Conditions shall prevail.

2.3 These Conditions (if any) shall prevail over any inconsistent terms, conditions, warranties or representations referred to in the Buyer’s order or in correspondence or elsewhere and any terms, conditions, warranties or representations to the contrary are hereby excluded to the fullest extent permitted in law. No variation or waiver of or addition to the Contract shall be binding unless expressly agreed or confirmed in writing and signed by a Director of TDSi.

2.4 The Conditions shall also apply to any subsequent agreement between TDSi and the Buyer for the sale and purchase of spare parts or upgrades or other equipment.

2.5 Any quotation is given on the basis that no Contract shall come into existence until TDSi despatches a written acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that TDSi has not previously withdrawn it.

2.6 An order placed by the Buyer shall constitute an offer subject to these Conditions and any Special Conditions. Acceptance of such order (which shall constitute the Contract) shall occur only when TDSi issues a written acknowledgement of order to the Buyer or if TDSi delivers the System to the Buyer.

2.7 The Buyer warrants the accuracy of any order submitted to TDSi.

2.8 A Minimum Order Value of £50 (Fifty pounds GBP) will be applied to all orders.

### 3. PRICES

3.1 The price(s) payable for the System shall be the price(s) ruling at the date of despatch.

3.2 All prices are and shall be paid in pounds sterling and, unless otherwise agreed in writing, are exclusive of the costs of carriage, packing, insurance, VAT and any other applicable taxes which shall be paid by the Buyer.

3.3 When the System includes custom printed magnetic cards TDSi reserves the right to adjust the contract quantity by up to or minus 10% and to vary the prices payable accordingly.

### 4. PAYMENT AND CANCELLATION

4.1 TDSi reserves the right to call for the payment of a deposit, which will fall due for payment on submission of order. If the Buyer’s order is not accepted by TDSi then the deposit shall be refunded to the Buyer. If the Buyer cancels its order prior to the date of despatch pursuant to Condition 4.3, then the deposit shall be refunded subject to the right of TDSi to apply the deposit towards payment of any cancellation charges arising thereunder.

4.2 Payment of all fees due under the Contract shall be made in cleared funds thirty (30) days from the date of TDSi’s invoice. For overseas customers (being customers outside of the United Kingdom) payment shall be made by irrevocable letter of credit issued or confirmed by a London clearing bank in terms acceptable to TDSi. Time for payment shall be of the essence.

4.3 TDSi may accept cancellation of the Buyer’s order up to 30 days before the despatch of the System upon payment of a cancellation charge of 15% of the total price of the System. Such acceptance of cancellation shall not be effective unless confirmed in writing by TDSi. Additional charges shall be made where the System is customer designed or is adapted or upgraded to meet the Buyer’s special requirements.

- 4.4 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid order issued by a court of England or Wales requiring an amount equal to such deduction to be paid by TDSi to the Buyer.
- 4.5 Interest shall be payable by the Buyer on any money which is not paid by it to TDSi under the Contract by the due date for its payment ("the Due Date for Payment"). Such interest shall accrue and be calculated on a daily basis, both before and after any judgement and until the date on which it is actually paid., at a rate equivalent to the rate prevailing at the Due Date for Payment as prescribed by the Secretary of State pursuant to section 6 of The Late Payment of Commercial Debts (Interest) Act 1998. Interest shall be compounded quarterly and be payable on demand
- 4.6 If the Buyer shall at any time default in payment of the price on the due date or if the Buyer's credit standing is at any time in the opinion of TDSi impaired for any other reason TDSi may without prejudice to any other of its rights:
- 4.6.1 demand immediate payment for so much of the System and or the Software as has been delivered to the Buyer: and/or
- 4.6.2 withhold all deliveries of the System or the Software, any other products to be supplied to the Buyer under any other contract and any spare part until such payment is made in full: and/or
- 4.6.3 cancel the Contract without any further liability to the Buyer; and/or
- 4.6.4 supply the System and or the Software on such terms as to payment as TDSi may require.

## 5. DELIVERY, RISK AND TITLE

- 5.1 If the price includes costs of carriage, TDSi shall select the route and means of transport for delivery and, subject to Condition 5.2, TDSi shall deliver at the Site (if named in the Special Conditions) or otherwise at the Buyer's premises.
- 5.2 Where the Special Conditions provide for delivery Ex-Works, CIF, FOB or FOB Airport or on the basis of any other relevant trade terms the meaning of such term contained in ICC Incoterms (1990) as amended shall apply to the extent that it is not inconsistent with any of the Conditions of or the Special Conditions.
- 5.3 Delivery dates and any dates for installation or for acceptance are approximate only and shall not be of the essence of the Contract. TDSi shall be under no liability for any loss, injury, damage or expense consequent upon any delay in adhering to any such date from whatever cause including its negligence. Delay shall not entitle the Buyer to cancel any order or to refuse to accept delivery of all or any of the System or the Software or of all or any other equipment pursuant to any contract between TDSi and the Buyer.
- 5.4 Unless the Special Conditions provide otherwise, risk in the System shall pass to the Buyer on delivery. If delivery is effected by any of the means set out in 5.2 above, then risk in the System shall pass to the Buyer in accordance with the relevant ICC Incoterm used in the Special Conditions.
- 5.5 If the Buyer fails to accept delivery on the date delivery is offered the Buyer shall pay all costs and expenses of storage and any additional costs of carriage and any other costs or expenses incurred. The System shall for all purposes be deemed to have been delivered to the Buyer on the date of the first attempted delivery of the System and may be invoiced to the Buyer accordingly.
- 5.6 TDSi reserves the right to deliver the System in separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 5.7 The Buyer shall notify TDSi and the carrier in writing within 3 days of delivery of any damage or, shortage failing which TDSi will accept no liability for damage or loss.
- 5.8 Where the Goods are rejected by the customer as not being in accordance with the customer's order, the Company will only accept the return of such Goods provided that it receives written notice thereof, giving detailed reasons for rejection, within 7 days of receipt of the Goods by the customer, and if such notice is not received by the Company within the said period of 7 days the Goods shall be deemed to have been accepted by the customer.
- 5.9 The Buyer shall notify TDSi in writing if delivery has not been made within 28 days of receipt of notice that despatch has been made, failing which TDSi will accept no liability for damage or loss. Any liability of TDSi for any non delivery of the System shall be limited to replacing the System within a reasonable time.
- 5.10 TDSi shall not be liable for failure or delay in performing any of its obligations by reason of any circumstances outside its control including (without limitation) act of God, war, riot, labour dispute, accident, breakdown of plant or machinery, failure or shortage of power supplies, fire, flood, drought, explosion, difficulty in obtaining workmen, materials, equipment, software or transport, refusal of any licence or permit or any order, sanction or request of any government or governmental authority.
- 5.11 Until payment in full has been received by TDSi (in cash or cleared funds) for the System and any other goods supplied under this or any other contract between the Buyer and TDSi:
- 5.11.1 the property in the System shall remain in TDSi; and
- 5.11.2 the Buyer will not remove the System, or allow it to be removed, from the Site or from the premises of the Buyer (other than to the Site); and
- 5.11.3 the Buyer will keep the System in good condition and complete and marked as the property of TDSi and will not allow the System to

become the subject of any charge or lien, whether by operation of law or purport to sell (or otherwise seek to dispose of or to transfer) the System and will allow inspection of the System by TDSi at reasonable times;

- 5.11.4 the Buyer shall store the System separately from all other goods such that it remains readily identifiable as TDSi's property, and keep it insured on TDSi's behalf for its full price against all risks to the reasonable satisfaction of TDSi. On request the Buyer shall produce the policy of insurance to TDSi.
- 5.11.5 the Buyer grants TDSi, its employees and agents, an irrevocable licence at any time to enter any premises where the System is stored in order to inspect or repossess them.
- 5.11.6 TDSi may maintain an action against the Buyer for such total price notwithstanding that title to the System has not passed or that the Contract has terminated.
- 5.11.7 The Buyer's right to possession of the Goods shall terminate immediately if:
  - (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his property or obtained against him, or fails to observe or perform any of his obligations under the Contract or any other contract between TDSi and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - (c) the Buyer encumbers or in any way charges any of the System.

## **6. INSTALLATION (UK only)**

- 6.1 If agreed in writing, TDSi will install the System.
- 6.2 Installation where agreed will be made between 9 am and 5p.m. Monday to Friday inclusive (excluding public holidays). Installation outside these hours will be charged for in addition.
- 6.3 The Buyer shall prepare the Site for the System and provide free access thereto and to any services or facilities (including suitable mains power points) that may be required for the installation. Equipment to which the System is to be connected must be in place and operational. TDSi reserves the right to render an additional charge if the Site is not properly prepared for installation of the System.

## **7 WARRANTY**

- 7.1 Except where TDSi may otherwise expressly provide in writing and subject to clause 7.2, TDSi warrants its products (excluding any software) for a period of 12 months ("the Warranty Period") from the date of despatch. However, a three year warranty from the date of despatch will be applied if products (excluding any software) are fully registered online and warrants that:
  - 7.1.1 the System shall be free from defects in design, workmanship and materials (other than defects attributable to ordinary wear and tear) and, where applicable, shall meet the specifications referred to in the Special Conditions. If the System does not conform to such a warranty TDSi shall at its option:
    - (a) repair or replace the System or the relevant part of it found by TDSi in its sole judgement not to conform to the warranty (all parts replaced by TDSi becoming the property of TDSi); or
    - (b) take such steps as TDSi deems necessary to bring the System into a state where it is free from such defects or meets such specifications.
  - 7.1.2 the Software shall conform to its published specification (although no warranty is given that use of the software will be uninterrupted or error free) and if it does not, TDSi shall, at its discretion, replace the software or correct it so that it conforms to the specification.
- 7.2 If the System or any part thereof is the subject of a third party manufacturer's guarantee, then the Warranty Period shall be restricted in duration to the length of the unexpired period of such third party manufacturer's guarantee.
- 7.3 Subject as herein provided, the aggregate liability of TDSi in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall in no event exceed the price payable or paid by the Buyer for the System and/or the Software and performance of either one of the options in clause 7.1 above under the above warranties shall constitute an entire discharge of TDSi's obligations under the above warranties.
- 7.4 The above warranties are conditional upon the Buyer:

- 7.4.1 providing TDSi with adequate written notice of the alleged defect within the Warranty Period;
- 7.4.2 affording TDSi reasonable opportunity to inspect the System on Site or returning the software;
- 7.4.3 installing, using and maintaining the System and/or the Software in accordance with any instructions or recommendations of TDSi it is serviced annually by TDSi or a person approved by TDSi and not subjecting the System and/or the Software to any abnormal or excessive use or to misuse, abuse, neglect, accident, improper alteration or modification or negligence in use, storage, transportation or handling.
- 7.4.4 As regards defects in design the design in question not having been made, furnished or supplied by the Buyer.
- 7.5 If any claim made under the above warranties is found not to be covered by it any costs of investigation, repair or replacement shall be paid by paid by the Buyer.
- 7.6 The above warranties may not be assigned without prior written consent of TDSi.
- 7.7 Where the Special Conditions include the giving by TDSi of a 'Lifetime Warranty' then this shall mean a warranty given by TDSi on the above terms but where the Warranty Period is for the expected life of the System as notified in the relevant trade literature specified by TDSi and which relates to the System; or, if not so specified, a maximum of five years from the date of delivery.

## **8. LIABILITY**

- 8.1 TDSi does not exclude liability for;
  - 8.1.1 death or personal injury resulting from the negligence of TDSi or of its employees whilst acting in the course of their employment (to the extent the law does not permit such liability to be excluded); or
  - 8.1.2 direct physical loss of, or damage to, the property of the Buyer which is directly attributable to TDSi's breach of contract, negligence or other cause (to the extent the law does not permit such liability to be excluded) provided that in no case shall the amount of such liability in respect of any one incident or series of incidents arising from a common cause exceed £100,000; or
  - 8.1.3 any matter which it would be illegal for TDSi to exclude or attempt to exclude its liability; or
  - 8.1.4 fraud or fraudulent misrepresentation.
- 8.2 Save as provided in Conditions 7 and 8 TDSi shall have no liability to the Buyer in respect of any defect or malfunction in the System, the Software or the Documentation or other breach of contract of whatsoever nature or other default or negligence on the part of TDSi, its employees, sub-contractors or agents and all conditions, warranties, terms or representations whether express or implied statutory or otherwise are hereby excluded to the fullest extent permitted by the law. Without prejudice to the generality of the foregoing, TDSi shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 8.3 The Buyer shall indemnify and keep indemnified TDSi in respect of any loss or damage whatsoever arising from the claim of any person against TDSi in relation to the System and/or the Software and against all associated damages, losses, costs and expenses. This indemnity shall be a continuing indemnity.
- 8.4 TDSi shall indemnify the Buyer against all claims and proceedings arising from infringement (or alleged infringement) of any patent, design, copyright or trade secret, by reason of the Buyer's use or possession of the System or the Software. As a condition of this indemnity the Buyer shall;
  - 8.4.1 notify TDSi promptly in writing of any allegation of infringement
  - 8.4.2 make no admission relating to the infringement
  - 8.4.3 allow TDSi to conduct and settle all negotiations and proceedings and give TDSi all reasonable assistance in respect thereof.
- 8.5 If at any time an allegation of infringement of patents, design, copyright or trade secret is made, TDSi may at its own expense modify the System or the Software so as to avoid the infringement or may replace the System or the Software so it becomes non-infringing.
- 8.6 The indemnity in Condition 8.4 does not apply to infringements occasioned by:
  - 8.6.1 modification to the System or the Software not authorised by TDSi; or
  - 8.6.2 use of the System or the Software in combination with other products not supplied by TDSi; or
  - 8.6.3 designs or specifications made by or to the order of the Buyer or the Buyer's customers.The Buyer shall indemnify TDSi against claims, proceedings and expenses arising from any such infringement.
- 8.7 To the extent that the provisions of clauses 8.1.2 or 8.2 are deemed unenforceable in law, the upper limit of TDSi's liability under any Contract shall be limited to the fee charged by TDSi under that Contract.
- 8.8 The Buyer shall fully and effectively indemnify TDSi against the total expense to TDSi arising out of the Buyer's breach or breaches of these Conditions. Such expense shall include (without limitation) (1) all expenses incurred by TDSi in sourcing and manufacturing the Systems and Software (2) all court fees (3) all amounts payable to TDSi's professional advisers (payable on an indemnity basis) in pursuing claims against the Buyer for breach or breaches of these Conditions and for enforcing any judgement/s and/or order/s (4) all amounts payable to TDSi's insurers and/or debt recovery agents, in each case including anticipated sums payable by TDSi only after payment of any sums from the Buyer.

## **9. SOFTWARE LICENCE**

- 9.1 The Buyer agrees and acknowledges that TDSi or the licensors of the Software have and shall retain all right, title and interest including copyright and any other intellectual property rights in an to the Software and the Buyer shall obtain only such rights as are specifically provided or referred to in the Conditions, the Special Conditions, or in any specific software licence agreement.
- 9.2 If TDSi informs the Buyer that the terms of any specific software licence agreement applies to the Software then, as a condition of the Contract the Buyer shall first be required to enter into such agreement.
- 9.3 In the absence of an agreement to the contrary, supply of the Software to the Buyer as an end user shall be deemed to confer upon the Buyer a non-exclusive non-transferable paid up licence or sub-licence from TDSi or the licensor of the Software (as appropriate) to use the Software and Documentation only on or in conjunction with the System upon and subject to these Conditions and in particular the following Conditions 9.4 to 9.10.
- 9.4 TDSi shall supply the Buyer with a single copy of the Software in machine readable form and the Buyer shall not make or cause to be made any copy, reproduction, translation, adaptation, variation, version or modification of the Software (other than copies for back-up use and archival purposes) without prior written consent of TDSi.
- 9.5 The Buyer shall keep the Software and the rest of the Documentation and all and any copies of the Software and the rest of the Documentation in whatever form at all times within its own control and shall take all steps as necessary to ensure that such materials do not come into other hands whether by loan or theft or otherwise.
- 9.6 No right or licence granted to the Buyer in respect of the Software shall be assigned, sub-licensed or transferred or otherwise dealt with in any way without the prior consent of TDSi.
- 9.7 All and any rights and licenses granted to the Buyer in respect of the Software (and any other software supplied by TDSi to the Buyer) shall terminate automatically without the need for notice on the part of TDSi in the event of the termination of the Contract for any reason.
- 9.8 Should the Buyer fail to comply with any of the Conditions or any Special Conditions or agreements relating to the Software or to the rest of the Documentation (and if capable of remedy fail to rectify such non-compliance within 30 days of written notice of it) or upon the occurrence in relation to the Buyer of any of the events specified in Condition 11.1 then (and in any such case) TDSi reserves the right to give written notice to the Buyer terminating all and any rights and licences granted to the Buyer in respect of the Software (and any other software supplied by TDSi to the Buyer with immediate effect).
- 9.9 In the event of termination of the rights and licences granted to the Buyer in respect of the Software howsoever arising, the Buyer shall return to TDSi or destroy (as TDSi shall direct) the Software, the Documentation and all copies (in whole or in part) of the Software and (where required by TDSi) certify in writing that to the best of its knowledge all such copies have been returned or destroyed.
- 9.10 Supply of the Software to the Buyer when not an end user shall not confer on the Buyer any right, licence or interest in the Software and the Buyer shall not supply the System or Software to any person without first obtaining a signed software licence agreement in the form required by TDSi.

## **10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Buyer shall keep and shall procure that its directors, employees and agents shall keep confidential and shall not copy or part with possession of (save as provided in Condition 9.10) or otherwise disclose in any manner to any other person any of the Software or information relating to the System or any other of the Documentation including drawings, descriptions, part lists and other technical or promotional material supplied by TDSi or any part of such information or material.
- 10.2 The Buyer shall use its best endeavours to protect all intellectual property rights in or relating to the System and the Software and other Documentation and shall promptly inform TDSi of any infringement or suspected infringement of such rights which may come to its attention.
- 10.3 All copyright and any other intellectual property rights in the System, the Software or the Documentation are and shall remain the exclusive property of TDSi or its supplier (as the case may be). If any intellectual property rights are created in the performance of the Contract they shall be the exclusive property of TDSi.
- 10.4 The Buyer shall not remove, cover, deface or alter any trade mark, trade name or copyright notice guarantee or other statement or marking affixed or applied by TDSi on or to (or incorporated in) the Systems, the Software or any related technical or promotional material or packaging.

## **11. TERMINATION**

- 11.1 If the Buyer;
- 11.1.1 shall fail to make any payment when due or shall breach any provision of the Contract; or
- 11.1.2 shall cease or threaten to cease to carry on business or shall make any composition with creditors or shall have entered into or shall propose to enter into any voluntary arrangement within the meaning of the Insolvency Act 1986, or shall suffer the appointment of a receiver, and/or manager, administrative receiver or administrator of the whole or any part of its assets or undertaking, or if any order shall be made or a notice be issued convening a meeting of shareholders to consider passing of a resolution for or a resolution shall be passed for its winding-up (otherwise that for the purposes of amalgamation or

reconstruction), or if the Buyer being an individual shall commit any act of bankruptcy or shall compound with his creditors or take or suffer any similar action in consequence of debt; then (and in any such case); then

TDSi may give written notice to the Buyer terminating the Contract forthwith and subject to 11.2 below, TDSi shall have no further liability whatsoever to the Buyer.

- 11.2 Termination of the Contract howsoever arising shall be without prejudice to the rights and liabilities of either party which may have accrued on or at any time up to the date of termination or any of the provisions of the Contract (such as those relating to confidentiality and intellectual property rights) which are of a continuing nature.

## 12. EXPORT CONTROL

- 12.1 The Buyer undertakes to comply with English export control laws including without limitation (i) not to use any System or any Software or to (ii) sell or otherwise dispose of any System or licence any Software, directly or indirectly to any other person for use in connection with any stage in the development, production, handling, detection or storage of chemical, biological or nuclear weapons or missiles or any part thereof ("Prohibited Purposes") without the express prior written consent of TDSi which will only be given if TDSi first obtains the required governmental permission.
- 12.2 The Buyer undertakes to enquire as to the end use of any System or any Software which it intends to sell or otherwise dispose of including making all enquiries as would be made by a prudent business person to confirm that the System or any Software will not be used for a purpose prohibited by any law of England or any international law.
- 12.3 The Buyer undertakes to indemnify TDSi in full and on demand from any claim, cost, expense, loss or liability which TDSi may suffer or incur in connection with the use or sale or other disposal of any System or any Software contrary to the export control laws of England or otherwise as a consequence of a breach by the Buyer of this clause 12.

## 13. GENERAL

- 13.1 All recommendations and advice whether oral or written given by or on behalf of TDSi to the Buyer as to any methods of using or applying the System or the Software and the purposes to which the System or the Software may be applied are given without liability on the part of TDSi.
- 13.2 All drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, contained in any literature or other material supplied by TDSi under or in connection with the Contract or otherwise communicated to the Buyer are provided or made by TDSi in the belief that they are as accurate as reasonably possible, but except for current Software specifications published by TDSi, they do not constitute a description of the System or of the Software, nor shall they be taken as representations by TDSi nor are they warranted to be accurate.
- 13.3 No relaxation, forbearance, delay or indulgence by TDSi in enforcing any of the terms of conditions of the Contract or the granting of time by it to the Buyer shall prejudice, affect or restrict its rights and powers under the Contract.
- 13.4 The Buyer shall not assign, transfer, charge or otherwise deal with the whole or any part of the Contract without the prior written consent of TDSi.
- 13.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.6 The parties to this Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.7. Any notice or invoice to be given here under shall be given by sending the same by hand or pre-paid first class post, to the principal address or place of business of the relevant party or to such other address as such party may have notified to the other for the purpose hereof. Any notice or invoice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been served if in the UK three days after despatch or if overseas seven days after despatch. Any notice sent by hand shall be deemed to have been served on delivery.
- 13.8 Any contract and these Conditions are governed by and shall be interpreted in accordance with English law and the parties submit themselves to the non-exclusive jurisdiction of the English courts.