

**CONTRACT TERMS AND CONDITIONS OF  
VECOM SILLAVAN METAL TREATMENT LIMITED**

**1. Definitions**

1.1 In these Terms and Conditions, the following definitions apply:

<b>Agreement</b>	The agreement between the Customer and Vecom consisting, where applicable, the Term Sheet, any schedule, any SoW and these Contract Terms and Conditions;
<b>Continuing Performance Contract</b>	A Contract for the periodic delivery of Goods, equipment or Services over time;
<b>Contract</b>	A legally binding agreement between Vecom and the Customer, formed in accordance with, and subject to the terms of this Agreement;
<b>Customer</b>	The natural person or legal entity whose details are set out in the Term Sheet and which enters into a Contract;
<b>Customer Equipment</b>	Equipment, or materials provided by or on behalf of the Customer for the application of any treatment or provision of any Service by Vecom;
<b>Goods</b>	Goods (including any instalment of the goods) which Vecom is to supply, or to apply a finish, in accordance with these Terms;
<b>Offer</b>	an invitation to treat by Vecom, which specifies the Goods or Services to be provided and charges;
<b>Services</b>	Services provided and/or to be provided to the Customer in accordance with a Contract including services which are incidental or ancillary to the Product production;
<b>Statement of Works</b>	a detailed plan, agreed in accordance with Conditions 3.3 and 3.4, describing the Services to be provided by Vecom, and the related matters listed in the template statement of work set out in the Schedule ("SoW");
<b>Terms and Conditions</b>	these Terms and Conditions;
<b>The Parties</b>	Vecom and the Customer; and
<b>Vecom</b>	Vecom Sillavan Metal Treatment Limited of Wood Street, Bury, BL8 2SL, a company incorporated in England and Wales (Registered number 4404089).

**2. General**

- 2.1 The Term Sheet, any agreed form Schedule and SoW forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 2.2 Unless specifically stated in the Term Sheet, any agreed Schedule or SOW, these Terms and Conditions are applicable to all Offers and Contracts between the Parties.
- 2.3 Where there is any conflict or inconsistency between the Term Sheet, any SOW or Schedule and these Terms and Conditions, the Term Sheet, Offer, SOW or Schedule which Vecom has agreed in writing shall take precedence over these Terms and Conditions.
- 2.4 The applicability of any general terms and conditions of the Customer and any course of dealing are explicitly excluded.
- 2.5 If a provision of these Terms and Conditions is invalid or non-binding due to incompatibility with applicable rules of law or is annulled, that part of the provision which is invalid provision shall be replaced by a provision that is valid and enforceable and shall approximate the purpose and intention of the original provision as much as possible. All other provisions shall remain in full force.

### **3. Offers and Conclusion of the Contract**

- 3.1 This Agreement shall commence on the date when it has been signed by both parties or earlier where Vecom commences the Services and shall continue, unless terminated earlier in accordance with Condition 15 (Termination).
- 3.2 The Customer may procure additional Services or Goods in accordance with this Condition 3, each such Service shall form a separate Contract unless the additional Goods or Service is a variation to an existing Contract. Nothing shall oblige Vecom to accept any additional request for Goods/Services.
- 3.3 Each Contract shall be governed by this Agreement and shall commence on the date it is concluded in accordance with Condition 3.8.
- 3.4 In accordance with Condition 3.8 (i) without Vecom providing an Offer to the Customer, or agreeing any SOW, the provisions in the corresponding order confirmation shall prevail where there is conflict between the provisions therein and the provisions of these Terms and Conditions.
- 3.5 All Offers are non-binding, unless stated otherwise in writing. All catalogues, brochures, price lists and similar materials published or made available by Vecom are non-binding and are invitations to treat only. The Customer cannot derive any rights therefrom.
- 3.6 Any typographical, clerical or other error or omission in any sales literature, Offer, quotation, price list, acceptance of offer, invoice or other document or information issued by Vecom shall be subject to correction without any liability on the part of Vecom.
- 3.7 If an Offer specifies a validity period, that Offer can be accepted by the Customer within that validity period only. Vecom reserves the right to revoke the Offer during its validity period.
- 3.8 A Contract is formed between the parties only when:
  - (i) the Customer agreeing a SoW with Vecom;
  - (ii) Customer has accepted an Offer and Vecom has sent an order confirmation to the Customer; or
  - (iii) The Customer has requested Vecom for Services without any preceding Offer, and Vecom has sent an order confirmation to the.
- 3.9 If the acceptance by the Customer deviates from the Offer, the Contract shall be formed only if Vecom agrees in writing to the deviations in the order confirmation.
- 3.10 A Contract is in any event concluded if the Customer has accepted an Offer or has requested Services without any preceding Offer, and Vecom has made a start with the implementation thereof.
- 3.11 In the case of a Continuing Performance Contract, any individual Contracts formed on the basis thereof may in addition to the provisions set out in Conditions 3.8 to 3.10 inclusive, be formed in accordance with the provisions set forth in the Continuing Performance Contract.
- 3.12 For the avoidance of doubt, Vecom is under no obligation to accept any request for Services made by the Customer.

### **4. Rates and prices**

- 4.1 The rates and/or prices applied by Vecom are, unless otherwise agreed in writing, in pounds sterling and are exclusive of VAT.
- 4.2 Unless a fixed price or another basis of calculation has been agreed, the fee for the Services shall be calculated based on the actually worked number of hours or half working days multiplied by the agreed rates.
- 4.3 The rates and/or prices specified in the Contract apply to the Goods Services delivered thereunder, unless circumstances arise or otherwise come to light after conclusion of the Contract that would have led to the specification of higher rates and/or prices, had such circumstances been known to Vecom at the time of formation of the Contract. The said circumstances include but are not limited to: changes in freight rates, import and export duties or other levies, and/or other taxations in the United Kingdom or abroad, expenses resulting from the introduction of new rates, duties, levies or taxes, a change of wages, salaries and social security contributions, fluctuations in exchange rates, prices of raw materials, the other prices invoiced to Vecom by third parties, incorrect or incomplete information having been provided to Vecom by the Customer and changes resulting from variation requests by the Customer which affect the Services to be provided.
- 4.4 If a circumstance occurs within the meaning of Condition 4.3, Vecom shall be entitled to adjust the rates and/or prices if and insofar as necessary in order to pass on the

consequences of the change in circumstances to the Customer. Vecom is exclusively entitled to do so if and insofar as Vecom reasonably could not have been aware of the circumstance prior to conclusion of the Contract. Vecom shall notify the Customer in writing of any change of the rates and/or prices in accordance with this Condition as soon as reasonably possible, specifying the circumstances giving rise to the change. The fee concerned shall be calculated based on the actually worked number of hours or half working days multiplied by the agreed rates, (or, where no such rates have been agreed, by Vecom's standard rates), unless the rates and/or prices have been changed after formation of the Contract in accordance with this Condition 4.

- 4.5 For Continuing Performance Contracts, unless otherwise stated in the Contract, notwithstanding any other rights it may have, Vecom reserves the right to review and adjust the charges once in each year, and will provide the Customer not less than 30 days prior written notice of the implementation of any change.
- 4.6 If Vecom increases the rates and/or prices in accordance with this Condition 4, the Customer shall be entitled to terminate the Contract in whole or in part if it serves notice to Vecom within 8 (eight) days of the date of being made aware of an increase, in writing by registered post, unless Vecom has already commenced the performance of the Services, in which case the notice of termination shall be ineffective. Vecom may agree, at its entire discretion, to waive the invalidity where the Customer agrees to pay Vecom for the time incurred and commitments made by Vecom at the time of Vecom's offer to waive its rights.
- 4.7 Where Vecom amends its price pursuant to Condition 3.6 Vecom will notify the Customer in writing of the correct price. The Customer shall then have eight (8) days from the date of the notice to notify Vecom in writing whether it does not accept any increased price for the Goods/Services, and to cancel the order. However, if Vecom commence the provision of Services where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as a mispricing, Vecom may at its sole discretion complete the provision of the Services agreed under the Contract, and the Customer agrees to pay the price invoiced by Vecom.

## **5. Obligations of Vecom**

- 5.1 During the performance of the Services, Vecom shall at all times observe the due care of a careful contractor and shall have the permits in its possession which are prescribed for the performance of the Services by the applicable legislation.
- 5.2 The performance of the Services shall commence on or before the date specified in the Contract. If the Contract does not specify any date, the performance of the Services shall commence within a reasonable period.
- 5.3 Delivery and milestone dates are indicative only and are not binding on Vecom. Time shall not be of the essence of the Contract.
- 5.4 Vecom is entitled in its absolute discretion to outsource the Services to third parties in whole or in part.
- 5.5 Vecom will use reasonable commercial efforts to achieve any specified condition or result, but treatments and the condition of Customer Equipment or materials supplied may mean that not all results are achieved in full, and Vecom shall not be liable to the extent it fails to achieve the intended result.
- 5.6 Any changes to the Services and/or any extra work desired by the Customer, regardless of whether these arise from the nature of the Services or from circumstances attributable to Vecom, shall be exclusively implemented by Vecom if and insofar as Vecom agrees to this in writing. Such agreement shall in any event be the case if Vecom has made a start with the implementation of the work concerned. In the event of a change to the Services an explicitly agreed deadline for completing the Services shall no longer be applicable.
- 5.7 Except in case of written consent of Vecom, a change of the Services shall not lead to a fee below the agreed fee.

## **6. Obligations of the Customer**

- 6.1 Prior to and during the performance of the Services, the Customer shall provide Vecom with the information needed by Vecom in order to be able to make an Offer or perform the Services. In particular, if the Services refer to Customer Equipment to be treated or processed by Vecom or to substances to be removed by Vecom or to professional advice, the Customer shall notify Vecom in writing of any Customer Equipment which will or will

likely contain materials hazardous to health. Notwithstanding the foregoing, the Customer shall otherwise promptly on request submit all necessary information to Vecom concerning the nature, qualities and chemical composition of substances and contamination to be treated. The Customer warrants the accuracy and completeness of the submitted information. Vecom itself shall rely on such information and shall not be required to perform or responsible for any failure to perform any investigation into this.

- 6.2 The Customer shall at all times comply with all applicable law and regulation, including but not limited to, The Control of Substances Hazardous to Health Regulations 2002.
- 6.3 The Customer warrants and separately represents that it is authorised to enter into this Agreement and any Contract made pursuant to it, that it has title to Customer Equipment supplied to Vecom and has all necessary permissions and authorisation to have the treatments carried out.
- 6.4 The Customer shall deliver the Customer Equipment, materials and substances to be treated, processed or removed in adequate packaging to Vecom and equipped with the required labels and information and always with due observance of all applicable law and regulation and any directions to be given by Vecom.
- 6.5 If work is carried out by Vecom in a business building or on business premises being used by the Customer or by a third party, the Customer shall ensure that Vecom shall be able to obtain access as reasonably required at times to be agreed and that the necessary measures shall be taken by the Customer in order to enable Vecom to perform the Services in a diligent and safe manner and with due observance of the applicable law and regulation and any directions to be given by Vecom. In addition, the Customer shall notify Vecom prior to the performance of the Services of any policies of the Customer or the third party to be observed by Vecom.
- 6.6 The Customer is liable to Vecom for any loss, liability and damage suffered by Vecom due to a breach by the Customer of its obligations, including any loss liability or damage suffered because performance of the Services is prevented by a circumstance attributable to the Customer.
- 6.7 The Customer hereby irrevocably indemnifies Vecom against any loss, liability, damage or injury suffered by an employee of Vecom during the implementation of his work or the delivery of the Goods/Services in a business building or on business premises being used by the Customer or by a third party. The Customer must take out adequate insurance for such damage, loss or injury suffered by Vecom and employees of Vecom.
- 6.8 If work is carried out by Vecom in a business building or on business premises being used by the Customer or by a third party, The Customer shall ensure that pre-delivery storage (suitable for the equipment or materials being stored) and where requested, secure tooling storage is provided.

## **7. Consulting**

- 7.1 Vecom shall not be liable to the Customer for any consulting or assessments provided by Vecom if such consulting or assessment does not form part of the Services.
- 7.2 If the Customer requests Vecom for consulting or assessment during the performance of the Services, the consulting/assessment will not form part of the Services, and this request shall be regarded as a request for additional Services. Vecom has the right to turn down the request without stating the grounds without any liability to the Customer. If Vecom accepts the request, Vecom shall be entitled to payment for the additional Services. Unless a fixed price or other basis of calculation has been agreed, the fee shall be calculated based on the actually worked number of hours or half working days multiplied by the agreed rates, or, where no such rates have been agreed, by Vecom's standard rates.

## **8. Rental**

- 8.1 If an Offer or Contract includes temporarily making materials or equipment available for use by the Customer in return for payment of a fee, (that part of) the Offer or the Contract shall be governed by the provisions of this Condition 8.
- 8.2 Rental shall be effected for the duration specified in the Offer or Contract, or arising from the nature or use of the rental item. In the event of an indefinite term, the rental may be terminated at any time by either Party providing the other with not less than 2 (two) calendar months' written notice of termination. This right of termination is without prejudice to the

right of Vecom to immediately terminate the rental and reclaim or collect the rental item, by entering any premises of the Customer or of any third party where the relevant rental item is stored to recover it, in case of a failure to perform their obligations on the part of the Customer or if the Customer loses control over the rental item. The Customer hereby irrevocably authorises Vecom and its agents to enter onto such premises to collect the rental item. The Customer shall not without prior written authorisation move or remove a rental item from the position where it is situated.

- 8.3 The fee shall be payable each month through prepayment in advance in such payment method as Vecom shall require.
- 8.4 Upon delivery, the rental item must be inspected by the Customer and tested if and insofar as necessary. Any defects, damage, or faults must be reported to Vecom immediately and in writing. Upon termination of the rental, the rental item must be returned to Vecom in the same condition as it was upon receipt, except for normal wear and tear.
- 8.5 The Customer must maintain (and where applicable service) the rental item and keep it clean and in good condition and use it only in accordance with applicable legislation and the regulations or instructions of Vecom, the instructions of the manufacturer, and otherwise in accordance with good industry practice. Periodic control, maintenance and repairs shall be carried out by Vecom or by third parties designated by Vecom. Except with the written consent of Vecom, the Customer is not permitted to perform the periodic control, maintenance and repairs itself or to outsource this to third parties. Where a rental item becomes faulty, the Customer must cease to use it and must report the fault to Vecom. Vecom shall not be liable to the customer for any subsequent use made of the rental item.
- 8.6 The rental item shall be kept by the Customer at its own risk. During the rental, the Customer shall keep the rental item fully insured and shall provide Vecom with copies of any certificates of insurance promptly at Vecom's request. The Customer is only entitled to use the rental item in its business building or on its business premises, by properly trained and competent staff, and the Customer must store the rental item there. The Customer is not permitted to rent out the rental item or allow its use by third parties. The Customer shall notify Vecom immediately in the event of any damage or loss of the rental item or if a third party lays claim to the rental item, including but not limited to attachment, in which case the Customer shall take the necessary measures in order to protect the property rights of Vecom. The Customer must not charge the rental item.
- 8.7 The Customer is liable for the repair and service costs of the rental item and for compensation of the replacement value in case of loss and/or destruction of the rental item, or where, in Vecom's sole opinion, the damage to the rental item is beyond repair.

## **9. Invoicing and payment**

- 9.1 Vecom shall send an invoice to the Customer immediately upon entering into the Contract. Invoices are payable within 30 (thirty) days after the date of invoice, in pounds sterling, into a bank account to be specified by Vecom. The Customer shall pay all invoices in full without any discount, set-off or counter-claim. In addition, the Customer shall never be entitled to suspend its payment obligations.
- 9.2 Vecom is at all times entitled to request the Customer for prepayment in order to furnish adequate security for the invoices sent and yet to be sent by Vecom within a period to be determined by Vecom.
- 9.3 In case of non-fulfilment or late fulfilment of its payment obligations by the Customer, Vecom shall, without affecting any other right or remedy available to it, be entitled in relation to the Contract and any other Contract between the parties, to suspend its delivery of the Services, and/or to terminate the Contract(s) in whole or in part.
- 9.4 Vecom shall be entitled to charge interest on the overdue amount at the rate of 4% a year above the Royal Bank of Scotland's base rate from time to time, or at 4% for any period when the base rate is below zero. This interest shall accrue on a daily basis and be compounded quarterly in arrears from the due date until actual payment of the overdue amount, whether before or after judgment.
- 9.5 The Customer agrees to fully indemnify, defend and hold Vecom harmless for and against all and any costs claims losses and liabilities, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Customer.
- 9.6 Vecom shall have an irrevocable contractual lien over any Customer Equipment to the

extent that the Customer is in breach of this Agreement or fails to make payment to Vecom when due under any contract.

- 9.7 Where Vecom performs the Services and/or makes delivery of the Goods by instalments, Vecom shall be entitled to invoice the Customer for each instalment performed or delivered. The Customer shall pay each invoice in accordance with the provisions of Condition 9.1.

## **10. Confidential information, non-disclosure and intellectual property**

- 10.1 Customer acknowledges that, in its dealings with Vecom, it may receive, either directly or indirectly, Customer information regarding Vecom's working methods, formulas and designs, data and other confidential information. Except where required pursuant to applicable legislation, Vecom shall never be held liable to provide such information. The Customer acknowledges that such information has a major commercial and strategic value and is confidential by nature.
- 10.2 The Customer shall treat the information referred to in Condition 10.1 confidentially and to observe strict confidentiality in this regard. The Customer shall observe the greatest possible due care regarding this information, including the documents and the data carriers in/on which such information is stored or accessed, and shall implement the necessary security measures to prevent such information becoming known to third parties. The Customer shall not use the information for any other purposes than as is necessary in order to fulfil its obligations under a Contract.
- 10.3 The Customer is only entitled to provide the information to third parties which it engages in order to ensure that Vecom can perform the Services, and only with the written consent of Vecom.
- 10.4 The Customer shall impose the non-disclosure obligations set forth in this Condition on its staff and on third parties which it engages on order to ensure that Vecom can perform the Services. The Customer warrants that this obligation shall be fulfilled by them.
- 10.5 The obligations of confidentiality imposed by this Condition do not apply to information, the disclosure of which may be required by law, a court of competent jurisdiction or any governmental or regulatory authority
- 10.6 In case of breach of the provisions in this Condition, and without prejudice to any other right or remedy of Vecom (including the right to receive damages), the Customer shall be liable to Vecom on demand for liquidated damages of £20,000 (twenty thousand pounds) per breach.
- 10.7 The provision of Services by Vecom which include the use of Vecom intellectual property rights shall not act to vest such intellectual property rights in the Customer. All such intellectual property rights shall remain the property of Vecom. Any licence to granted by Vecom, to use Vecom's intellectual property rights may be terminated by Vecom immediately on notice.
- 10.8 Each of Vecom and the Customer shall comply with all applicable data protection legislation. Any Personal Data that a party receives from the other party relating to that party's officers employees and agents for the purpose of managing and processing the business contemplated by this Agreement, shall be provided in compliance with the data protection legislation and (i) used by the recipient only insofar as strictly necessary for carrying out the purpose; and (ii) retained by the recipient only to the extent strictly required for carrying out the purpose, and in each instance in accordance with the data protection legislation.

## **11. Risk, delivery and transport of Customer Equipment submitted for treatment**

- 11.1 The risk regarding Customer Equipment submitted to Vecom for treatment or processing shall pass from the Customer to Vecom after, in accordance with the directions of Vecom, the objects have been unloaded in or at the warehouse of Vecom (in Bury or at another location specified in the order confirmation) and Vecom has received the Customer Equipment. The risk shall pass back to the Customer where delivery occurs pursuant to Condition 11.4.
- 11.2 The time and place of delivery by the Customer, shall be as specified in the Contract or otherwise by agreement between the parties.
- 11.3 If the Contract does not specify any time or place of collection by the Customer from Vecom, or delivery by Vecom, or if delivery is to take place at another time other than as

specified in the Contract, Vecom shall inform the Customer in advance, providing a date and time for collection.

- 11.4 Delivery shall occur at the time Vecom informs the Customer that the Customer Equipment, are ready for collection, or at the time that Vecom attempts delivery to the Customer's business premises or other location, as applicable. If the Customer does not collect the Customer Equipment within a reasonable time, or does not take receipt of the Customer Equipment at the time agreed between the Parties, Vecom shall be entitled to charge the Customer for storage costs and/or the costs of the aborted delivery (as applicable).
- 11.5 If damage is caused to the Customer Equipment, Goods whilst these were at the risk of Vecom, the liability of Vecom shall be limited in accordance with Condition 13 of these Terms and Conditions.
- 11.6 If thirty (30) calendar days after completion of delivery of the Services, the Customer has not taken or accepted delivery of the Customer Equipment or Goods to which the Services applied, Vecom may, without liability to the Customer, and without affecting any other right or remedy it may have, sell or otherwise dispose of part or all of such Customer Equipment and Goods and recover reasonable storage and disposal costs of such Customer Equipment or Goods from Customer.
- 11.7 Vecom shall be entitled to perform the Services and/or make delivery of the Goods by instalments. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the Customer to treat as repudiated or cancel any other contract or instalment.

## **12. Inspection and complaints**

- 12.1 The Customer shall inspect the Goods delivered or finished Customer Equipment immediately following supply/delivery.
- 12.2 Unless specified otherwise in a delivery protocol, the Customer must report any damage which is reasonably apparent on inspection or complaints, to Vecom in writing immediately and in any event within 2 (two) days after delivery.
- 12.3 Within 10 (ten) business days, Vecom shall inform the Customer whether the complaint is well-founded. If the complaint is well-founded, Vecom shall perform the repair work free of charge – if and insofar as possible. Vecom shall carry out the repair work within a reasonable period at a moment to be determined by mutual agreement. This shall be the sole remedy of the Customer.
- 12.4 A complaint shall not entitle the Customer to suspend its payment obligations and shall not release the Customer from its obligations to furnish security upon demand in accordance with Condition 9.2.

## **13. Liability**

- 13.1 Without prejudice to the other provisions in these Terms and Conditions, Vecom shall be liable to the Customer only in respect of damage to Customer Equipment submitted to Vecom for treatment or processing.
- 13.2 Vecom shall not be liable if the damage is caused in whole or in part by intrinsic defects of the Customer Equipment, or as a result of acts or omissions of the Customer, or if the Customer has failed to fulfil its obligation to provide information to Vecom concerning the Customer Equipment.
- 13.3 Vecom shall not be liable whether in contract, tort, breach of statutory duty or otherwise for loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, indirect or consequential loss, howsoever caused.
- 13.4 In particular, Vecom shall not be liable to the Customer for any damage to Customer Equipment submitted to Vecom for treatment or processing during the transport of such Customer Equipment, even if the transport of such Customer Equipment is arranged by Vecom.
- 13.5 The liability of Vecom to the Customer is in any event limited to the amount of the compensation paid out under the liability insurance of Vecom pursuant to the applicable claim.
- 13.6 The liability of Vecom to the Customer for damage that is not covered under the liability insurance, whether arising in contract tort or breach of statutory duty is limited to an amount

equivalent to £10,000 per claim or series of related claims.

13.7 If the Customer agrees with Vecom that Vecom shall insure the Customer Equipment submitted to Vecom for treatment or processing, Vecom may charge the insurance premium to the Customer. However, Vecom is not obliged to offer to insure the Customer Equipment. Any claim in respect of any Customer Equipment so insured under this Condition shall, to the extent that an insurer fails to make payment on the claim, be limited in accordance with Conditions 13.6. The Provisions of this Condition 13.7 shall apply equally to transportation where the parties have agreed to the same in writing.

13.8 Nothing contained in this Agreement shall limit or exclude Vecom's liability for death or personal injury caused by its negligence or for fraud.

#### **14. Force majeure**

14.1 Force majeure on the part of Vecom means where Vecom is prevented from fulfilling its obligations under a Contract due to a circumstance beyond its control. Force majeure includes but is not limited to (threats of) terrorism, war/war risk, software attack, denial of service or similar, civil war, riot, revolution, fire, water damage, flooding, government measures, import & export limitations, machinery defects, strike, sit-in, imposition of sanctions, limitation of transport possibilities due to weather circumstances and traffic, suppliers and/or subcontractors of Vecom who do not fulfil their obligations on time or at all, and disruption of the supply of energy and water to Vecom.

14.2 Vecom has the right to suspend the fulfilment of its obligations to the Customer in the event of and for the full duration of a force majeure situation.

#### **15. Suspension and termination**

15.1 Without prejudice to the other rights of Vecom, Vecom shall be entitled, without requiring any prior notice of default and without any obligation to pay damages, to terminate any Contract in whole or in part, or to suspend the provision of Services under a Contract:

- a. if the Customer does not fulfil its obligations under a Contract on time or at all, even if this cannot be attributed to any fault on the part of the Customer;
- b. if Vecom becomes aware of any circumstances that give Vecom valid grounds to fear that the Customer shall not be able to fulfil its obligations in whole or in part under the Contract, including obligations in respect of the timing of such obligations;
- c. in the event of the Customer's bankruptcy, administrative receivership, placement under legal restraint, submission of a petition to this effect;
- d. if a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days, or if any similar or analogous event to the forgoing events occurs;
- e. if the Customer is dissolved, is discontinued due to a merger or otherwise ceases to exist; or
- f. if the proper performance by Vecom (in whole or in part) becomes temporarily or permanently impossible due to one or more circumstances beyond the control of Vecom.

15.2 If Vecom suspends or terminates the provision of the Services in accordance with the provisions of Conditions 15.1(a) to 15.1(f), it shall be entitled to raise invoices for the full value of all fees agreed in any Contract with the Customer, which the Customer shall pay in accordance with the provisions of these Terms and Conditions.

15.3 Either party may terminate any Contract or this Agreement without liability if an event of force majeure continues for a period of six weeks or more.

#### **16. Applicable law and jurisdiction Condition**

16.1 These Terms and Conditions, any Contract formed hereunder, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

16.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or any Contract formed hereunder, or



their subject matter or formation.

**17. Miscellaneous provisions**

17.1 No variation to these Terms and Conditions, a Contract, or a Continuing Performance Contract, shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17.2 Vecom may amend these Terms and Conditions at any time. Such amended terms will apply to any Offers or Contracts made or formed following the date of such amendments provided Vecom has notified the Customer of the change prior to the parties entering into the Contract.