

ACCOUNT APPLICATION FORM

PLEASE COMPLETE THE FORM IN FULL

BUYER DETAILS

Company Name:				
Address 1:			Tel No.:	
Address 2:			Fax No.:	
Address 3:			Email:	
Post code:*				

Trading style (e.g. partnership):										
Nature of business:										
Part of subsidiary: (Y/N)										
Company reg. No.:										
VAT no.:		-						-		
Name/s of proprietors/partners:										

ACCOUNT INFORMATION

*marked fields are mandatory

Invoicing address: (if different to above)*				Account contact:*			
				Position:*			
				Tel No.:*			
				Fax No.:*			
Post code*				Email:*			

Credit required £\$€kr Amount:		Currency UKL (£) USD (\$) EURO (€) DKK (kr)
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Bank Details

Bank name:										
Account No.:										
Sort code:		-		-						
Address 1:										
Address 2:										

Unless you opt out all invoices will be sent electronically to the Accounts Payable Email Address. Please tick here if you wish to opt out:

TRADE REFERENCES

1										
2										
3										

Please sign here to confirm agreement of terms and conditions (please see next pages):

Signature:				Print name:			
Date:				Position:			

TERMS & CONDITIONS

1. DEFINITIONS

In these Conditions: **“Buyer”** means the person, firm or company whose details are set out on the account application form at the front of this document and who is accepted by the Seller to purchase Goods or Software from it, subject to these Conditions; **“Conditions”** means these terms and conditions of sale; **“Contract”** means any contract between the Seller and the Buyer for the supply of Goods or Software resulting from a Purchase Order accepted by the Seller in accordance with Condition 3.4; **“Designated Carrier”** means the carrier to which the Seller sub-contracts the carriage of the Goods; **“Goods”** means the goods (excluding Software), including any instalment of the goods or any part of them, to be supplied to the Buyer by the Seller pursuant to the Contract; **“Intellectual Property Rights”** means all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of them including, without limitation, copyright, database rights, design rights, patents, trade marks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information; **“Purchase Order”** means the Buyer’s order for Goods or Software in Writing, which shall include any order that is placed online by the Buyer via the Portal; **“Relevant Commercial Agency Laws”** means laws or regulations protecting commercial agents in the jurisdiction in which the Goods or Software are being sold and the Buyer operates where registration of the Buyer provides enhanced rights and benefits which are not intended to be afforded under these Conditions; **“Seller”** means Nuvias Group Limited registered in England and Wales under number 9773963 and whose registered office is at 80 Brook Street, Mayfair, London, W1K 5EG; **“Software”** means the software to be supplied to the Buyer (or an end-user) by the Seller (or the manufacturer of the relevant Software) pursuant to the Contract (and, subject to Condition 3.2, any applicable updates or upgrades) and shall (unless required otherwise pursuant to Condition 14.1) include Term Based Subscription Software; **“Territory”** means the territory or territories into which the Goods, or the Software and services are being supplied, as described in the Purchase Order and **“Writing”** includes, without limitation, facsimile transmission, e-mail and instant messenger.

2. STATUS OF BUYER AND BUYER'S OBLIGATIONS

2.1 The Buyer confirms that it is not dealing as a consumer and that it is buying the Goods and Software for resale or demonstrations in the course of its business to third party end-users. The agreement for the Buyer to the Seller is on a non-exclusive basis and the Seller reserves the right to appoint other resellers of the Goods or Software in the Territory. The Seller appoints the Buyer to re-sell Goods and Software in the Territory in accordance with these Conditions and the terms of any agreement between the Buyer and the relevant manufacturer of the Goods or Software, and subject always to the requirement that any end-user of Software uses such Software in accordance with any applicable end user license agreement. For the avoidance of doubt this agreement is not subject to and shall not be registered under any Relevant Commercial Agency Laws.

2.2 The Buyer shall not represent itself as an agent of the Seller for any purpose, nor pledge the Seller's credit or give any condition or warranty or make any representation on the Seller's behalf or commit the Seller to any contracts.

2.3 The Buyer shall not sell any of the Goods or Software through a sales agent or to a sub-distributor or re-seller without the express written permission of the Seller. Where the Seller agrees to any such appointment, the Buyer shall ensure that it enters into a written contract with such sales agent, sub-distributor or re-seller on terms which provide at least the same level of protection to the Seller as set out in these Conditions.

2.4 If agreed in writing between the parties pursuant to separate terms and conditions, and provided that the relevant manufacturer of the Goods or Software has agreed, the Buyer shall provide to end-users (or procure the provision of) an after-sale support service in respect of the Goods and Software, including, without limitation: the provision of necessary and useful installation assistance and consultation on the use of Goods and Software; timely responses to end-users' general questions concerning the use of Goods and Software; assistance to end-users in the diagnosis and correction of problems encountered in using Goods and Software; and updates to or new releases of Software as such updates or new release become available.

3. APPLICATION OF THESE CONDITIONS

3.1 Subject to any variation under Condition 3.2, every Contract shall be subject to these Conditions to the exclusion of all other terms and conditions (including, without limitation, all other conditions which the Buyer purports to apply under any Purchase Order, confirmation, specification or other document).

3.2 No variation to these Conditions shall have effect unless expressly agreed in Writing by an authorised representative of the Seller. Notwithstanding the foregoing, where the Seller agrees to supply upgrades for any Software, the Seller reserves the right to amend the terms that apply to the provision of such upgrades, including (without limitation) in relation to price and warranties.

3.3 The Seller's employees and agents are not authorised to make any representations concerning the Goods or the Software or their performance characteristics prior to the conclusion of the Contract in accordance with these Conditions.

3.4 The Buyer acknowledges that it has not relied on any statements, promises or representations which are not set out in the Contract. All statements and terms concerning Goods or Software, including prices quoted or listed by or on behalf of the Seller, and published price lists, catalogues, pamphlets and postings on the Portal constitute invitations to treat, and shall not be construed as offers under any circumstances. Any Purchase Order received by the Seller from the Buyer shall be deemed to be an offer by the Buyer to purchase Goods or Software subject to these Conditions. No Purchase Order shall be deemed accepted by the Seller until the Seller acknowledges it in Writing or (if earlier) delivers the Goods or Software (or arranges for it to be delivered) to the Buyer (or directly to an end-user) in accordance with Condition 8.1 (the "**Seller's Acknowledgement**"). The Seller reserves the right to verify any Purchase Order and/or to cancel at any time any Purchase Order placed by the Buyer, whether or not the Seller has issued a Seller's Acknowledgement in response to such Purchase Order.

4. QUOTATIONS AND ORDERS

4.1 Any quotation is given by the Seller on the basis that no Contract will come into existence until the Seller issues the Seller's Acknowledgement. Any quotation will remain valid for seven (7) days from the date of the quotation, provided that the Seller has not previously withdrawn it.

4.2 The Buyer shall ensure that the terms of its Purchase Order are complete and accurate and shall provide the Seller with any additional information relating to the Goods or Software within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

4.3 The quantity, quality and description of and any specification for the Goods or Software shall be that set out in the Seller's quotation. The Seller reserves the right to make such alterations to the specifications of the Goods or Software as are necessary to conform to any applicable statutory or legislative requirements, and to make such variations and substitutions as are reasonably necessary, to the extent that they do not materially affect the quality and performance of the Goods or Software.

4.4 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller, and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.

5. CANCELLATIONS

No cancellation will be effective unless and until accepted by the Seller in Writing. No Purchase Order may be cancelled by the Buyer after the Goods or Software have been dispatched by the relevant manufacturer (whether to the Seller, the Designated Carrier, the Buyer, an end user or other nominated third party), except with the agreement in writing of the Seller and provided that the Buyer indemnifies the Seller in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by or on behalf of the Seller as a result of cancellation.

6. PRICES

6.1 The price of the Goods or Software shall be the price set out in the Seller's quotation. If the Seller identifies any error in any price quoted or posted and the Buyer submits a Purchase Order containing that price, the Seller will endeavour to inform the Buyer of the error. For the avoidance of doubt, the Seller is not bound to accept any Purchase Order or other

offer from the Buyer.

6.2 The Seller reserves the right, by giving notice in Writing to the Buyer at any time before delivery, to increase the price of the Goods or Software to reflect any changes in specifications for the Goods or Software which are requested by the Buyer or are necessary as a result of any delay caused by (a) the Buyer's instructions or (b) the Buyer's failure to provide adequate information or instructions to the Seller.

6.3 All prices are exclusive of any applicable Value Added Tax (VAT) or any other sales taxes, for which (if applicable) the Buyer shall be additionally liable.

6.4 Any and all expenses, costs and charges incurred by the Buyer in the performance of its obligations under the Contract shall be borne by the Buyer unless the Seller has expressly agreed beforehand in writing to pay such expenses, costs and charges.

7. TERMS OF PAYMENT

7.1 Subject to Condition 14.5: (a) invoices relating to Goods will be issued to the Buyer on despatch of the Goods; (b) if any Goods are sold with any Software pre-installed on them, the invoice relating to such Goods shall include (as a separate item from the price of the Goods) the license fee payable for the right to use that Software; and (c) (except as provided in section (b) of this Condition 7.1) the first invoice relating to the first instalment of the license fee payable for Software will be issued when the Software is provided to the Buyer (or the end-user if sooner) and invoices in respect of subsequent Software license fees will be issued annually in advance or at such other intervals as the Seller notifies the Buyer.

7.2 Unless otherwise agreed in writing by the Seller, payment of the price of the Goods or Software license fees is due in cash or cleared funds within thirty (30) days from the invoice date without any deduction. Time for payment shall be of the essence.

7.3 The Seller reserves the right not to deliver Goods or Software unless the Seller has received in full (in cash or cleared funds) all sums which are due to the Seller from the Buyer on any account. If the Seller delays delivery in such circumstances the Seller will hold the Goods for the Buyer, at the Buyer's expense, or withhold delivery of the Software, for a period of up to thirty (30) days, to enable the Buyer to pay to the Seller any such sums outstanding, failing which the Seller shall be released from any further obligation towards the Buyer in relation to such Goods or Software.

7.4 If the Buyer fails to pay the invoiced value of Goods or any Software license fee by the due date it shall pay interest on the amount unpaid from the date on which payment was due to that on which it is made (whether before or after judgment) at the rate of three percent (3%) per annum over the base rate from time to time of the Bank of England, accruing on a daily basis. The Seller reserves the right to recover from the Buyer any collection or legal costs incurred in connection with the overdue amount.

8. DELIVERY

8.1 Subject to Conditions 8.3 and 8.6, unless otherwise agreed in Writing by the Seller, the Seller shall deliver the Goods, or shall procure that the Goods are delivered by the Designated Carrier, to the Buyer's place of business, as specified in the Buyer's Purchase Order.

8.2 Any dates specified for delivery of the Goods or the provision of Software are intended to be estimates only and time of delivery shall not be of the essence.

8.3 The Goods are at the risk of the Buyer from the time they are unloaded at the delivery location, as agreed in accordance with Condition 8.1. If for any reason the Buyer (or an end-user or other nominated third party) will not accept delivery of any of the Goods when they are ready for dispatch, or the Seller is unable to dispatch the Goods to the Buyer (or an end-user or other nominated third party) or the Designated Carrier on time because the Buyer has not provided appropriate instructions, documents or authorisations, risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence) from the moment of attempted delivery, the Goods will be deemed to have been delivered, the Seller may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses and Condition 6.2 shall apply. The Buyer shall be responsible for ensuring that it has adequate virus checking procedures in place in accordance with good industry practice before installing any Software. The Seller does not guarantee that any Software will be secure or free from bugs or viruses.

8.4 If the Goods are to be delivered in instalments, each such 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.

8.5 Subject to Condition 8.2, any liability of the Seller for non-delivery of the Goods or Software shall be limited to replacing the Goods within a reasonable time or, at the option of the Seller, crediting the value of the Goods or Software (as detailed on the relevant invoice) to the Buyer's account.

8.6 Unless otherwise agreed by the Seller in writing: (a) the Buyer shall be responsible for complying with any legislation governing the import of the Goods into the country of destination and the export and re-export of the Goods; (b) the Buyer shall be responsible for obtaining and maintaining in force any licenses or consents required in relation to the import and export of the Goods; (c) the Buyer shall be responsible for any costs associated with the carriage, import and export of the Goods, including, without limitation, any applicable duties; and (d) the Seller, subject to fulfilment by the Buyer of sections (a) to (c) (inclusive) of this Condition 8.6, shall, unless otherwise agreed in Writing by the Seller, deliver (whether itself or via its Designated Carrier) the Goods to the named airport agreed between the parties in Writing in the country of destination.

8.7 The Buyer warrants to the Seller that: it has all necessary licenses, authorisations and consents to sell the Goods and Software in the Territory; they comply with all local's regulations and laws; and the sale of the Goods and Software shall not be in breach of any local regulations or laws.

8.8 The Goods and Software shall not be re-exported without the consent of the Seller and the Buyer shall ensure that the Goods or Software are not re-exported under any circumstances in breach of any sanctions imposed by the United Kingdom, the European Union, The United Nations Security Council or the United States of America.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in and to the Goods and Software belong, and shall belong, to the Seller and/or its licensors and the Buyer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any end-user or other person to do so. The Seller (or its licensors) shall retain ownership of and all Intellectual Property Rights in all documents supplied to the Buyer or an end-user in connection with the Contract and the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company (other than by the Buyer to an end-user) without the prior written consent of the Seller.

9.2 The Buyer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the Seller or its licensors and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character. The Buyer may only use or re-sell Software in accordance with the terms of any agreement relating to the Software between the Buyer and the manufacturer of the Software or, in the absence of such an agreement, in accordance with the express permissions granted by the manufacturer in respect of such Software (including, without limitation, regarding the term and basis of any license to use the Software granted to an end-user).

9.3 The Seller makes no representation or warranty that the Goods or Software do not infringe any third party Intellectual Property Rights.

9.4 The Buyer shall not modify, adapt, develop, reverse engineer, decompile, or disassemble the Software except and only to the extent that it is expressly permitted by applicable law.

9.5 The Buyer shall promptly give written notice to the Seller in the event that it becomes aware of: (a) any infringement or suspected infringement of any Intellectual Property Rights in or relating to the Goods or Software; or (b) any claim that any Goods or Software or the manufacture, use, sale or other disposal of it infringes the rights of any third party. In the case of any matter falling within this Condition 9.5, the Seller, or its licensor, shall have sole control over and shall conduct any consequent action and the Buyer shall provide reasonable co-operation to the Seller in relation to such action.

10. TITLE

10.1 Ownership in the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect both of the Goods and all other sums which are or which become due to the Seller from the Buyer on any account. Ownership of the Software shall not pass to the Buyer.

10.2 Until ownership in the Goods has passed to the Buyer the Buyer must (a) store the Goods or procure that they are stored (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way as they remain readily identifiable as the Seller's property, (b) not, or where the goods are delivered to a third party shall procure that such third party does not, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and (c) maintain the Goods, or procure that they are maintained, in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership in the Goods has not passed from the Seller.

10.3 The Buyer's right to possession of the Goods and Software shall terminate immediately if (a) the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its 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 its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller 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, (c) the Buyer encumbers or in any way charges any of the Goods or Software or (d) there occurs any events similar to any of the foregoing under the laws of any jurisdiction, irrespective of whether such occurrences are voluntary or involuntary, or whether they are by operation of law or otherwise.

10.4 The Buyer grants or shall use best endeavours to procure for the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods and/or Software are or may be stored in order to inspect them or, where the Buyer's right to possession has terminated, to recover them. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods or Software which remain the property of the Seller, but if the Buyer does so, all monies owing by the Buyer to the Seller shall, without prejudice to any other right or remedy available to the Seller, forthwith become due and payable.

11. WARRANTIES AND DEFECTIVE GOODS

11.1 Where Goods or Software are sold subject to the express warranty terms specified by the original manufacturer or supplier, the Seller shall endeavour to transfer to the Buyer such warranty relating to the Goods or Software as it may receive from the manufacturer or supplier of the Goods or Software.

11.2 The Seller shall not be liable for any defective Goods or Software unless the Buyer reports the defect within seven (7) days of the date the Seller or the Designated Carrier delivers the Goods or the Software is delivered in accordance with Condition 8.1.

11.3 The Seller shall not be responsible for providing the Buyer with any support in respect of the Goods or Software unless it has agreed in writing to do so subject to separately agreed written terms and conditions.

11.4 The Seller shall not be liable to provide support in respect of any defective Goods or Software if (a) the Buyer (or an end-user) makes any further use of such Goods or Software after giving notice of the defect to the Seller, (b) the defect arises because the Buyer (or end-user) failed to follow the Seller or manufacturer's instructions (whether oral or in Writing including any user documentation) as to the storage, installation, configuration, use or maintenance of the Goods or Software or (if there are none) good trade practice or (c) the Buyer (or end-user) alters or repairs such Goods

or Software without the written consent of the Seller.

11.5 Refunds may be given at the discretion of the Seller.

12. LIABILITY

12.1 Subject to Condition 11, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.2 Nothing in these Conditions excludes or limits the liability of the Seller (a) for death or personal injury caused by the Seller's negligence, (b) for any matter in respect of which it would be illegal for the Seller to exclude or attempt to exclude its liability or (c) for fraud or fraudulent misrepresentation.

12.3 Subject to Conditions 7, 8, 12.1 and 12.2, (a) the Seller's total liability 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 be limited to and in no circumstances shall exceed the greater of £10,000 and the price paid by the Buyer for the Goods and/or Software and (b) the Seller shall not be liable to the Buyer for any 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.

13. PRIVACY POLICY AND CONFIDENTIALITY

13.1 If the Seller processes personal data on behalf of the Buyer in connection with the Contract, it shall only process such data for the purposes set out in Condition 13.2 and only insofar as such processing complies with the Data Protection Act 1998 or any local equivalent data protection regulations or laws (the "DP Act") (insofar as such act, regulations or laws are applicable to the Seller).

13.2 The Seller may process personal data for the following purposes: (a) the Seller's own operational purposes (including for administrative purposes in connection with supply of Goods or Software hereunder), (b) to customize the content and/or layout of the Portal for each individual user and (c) to notify users about updates to the services and products available on the Portal. The Seller may (a) disclose the personal data to selected commercial partners who offer goods or services that are compatible with or complementary to those of the Seller (an "**Approved Disclose**") and (b) to credit reference agencies for the purpose of assessing the credit status of the Buyer.

13.3 If the Buyer does not wish to receive emails from the Seller or any Approved Disclosee at any time in the future, it should inform the Seller in Writing. "Process" and "personal data" shall have the meanings given to them in the DP Act.

13.4 The Buyer shall, and shall procure that each end-user shall, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer or an end-user by or on behalf of the Seller or its agents, suppliers or licensors, and any other confidential information concerning the Seller's business or the Products or Software which the Buyer or end-users may obtain.

14. TERM BASED SUBSCRIPTION SOFTWARE

14.1 In the event of a conflict between the provisions of this clause 14 and any other provision of these Conditions or the Contract, the provisions of this clause 14 shall prevail.

14.2 The Seller reserves the right to sell licenses for Software ("**Term Based Subscription Software**") to the Buyer for resale to third party end-users for fixed terms of six (6), twelve (12), twenty-four (24) or thirty-six (36) months (as required by the relevant end-user). The Seller shall endeavour to give the Buyer reasonable notice that each licence purchased by the Buyer in respect of Term Based Subscription Software is due to expire. At or before the end of the relevant term, the Buyer may purchase a further fixed term license in accordance with these Conditions, failing which the Buyer and the end-user's right to re-sell or use the Term Based Subscription Software shall automatically terminate.

14.3 No Purchase Order for Term Based Subscription Software may be cancelled by the Buyer, except with the agreement in writing of the Seller and provided that the Buyer indemnifies the Seller in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages,

charges and expenses incurred by the Seller as a result of cancellation.

14.4 The Buyer shall remain responsible for payment to the Seller of the license fees relating to any Term Based Subscription Software for the full term of the relevant license(s) in all circumstances, including, without limitation, where the Buyer has not received payment of the relevant license fees from an end-user or an end-user is unable to pay the license fees for whatever reason.

14.5 The Seller shall submit invoices for license fees payable in respect of Term Based Subscription Software monthly in advance, the first invoice being submitted on or around the date the Software is delivered to the Buyer or end-user (if earlier) and each subsequent invoice being submitted on or around the same date in each subsequent month during the term of the license. Notwithstanding any other arrangement the Seller may have agreed with the Buyer in relation to payment for Goods or Software, payment of all invoices relating to Term Based Subscription Software is due in cash or cleared funds within thirty (30) days from the invoice date without any deduction.

15. GENERAL

15.1 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it unless the Seller consents to such assignment in Writing.

15.2 All notices required to be given hereunder shall be given in writing to the recipient at the relevant address stated in these Conditions (or to such other address as the recipient may from time to time specify in writing). All notices shall, (a) if sent by post, be deemed to be delivered forty-eight (48) hours after posting if the recipient is located in the same jurisdiction as the sender and seven (7) days after posting if the recipient is located in a different jurisdiction from the sender, and (b) if sent by facsimile, shall be deemed to have been received at the time of delivery as indicated on the facsimile activity report of the sender.

15.3 Without prejudice to any other of these Conditions, the Seller reserves the right to defer the date of delivery of any Goods or provision of Software, or to cancel the Contract, or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable supplies.

15.4 No delay or omission on the part of either party in exercising any right, power or remedy provided by law or under these Conditions shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law or under these Conditions shall not preclude any other further exercise thereof or the exercise of any other right, power or remedy.

15.5 If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to give effect to the commercial intention of the parties.

15.6 The parties to this Contract do not intend that any term of this 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.

15.7 The Contract shall be governed by and construed in accordance with English law and in the event that the Goods and/or Software and or services are being supplied in the GCC, the parties submit to the exclusive jurisdiction of the DIFC courts in relation to all matters arising out of the Contract and in the event that Goods and/or Software and or services are being supplied in Africa, the parties submit to the exclusive jurisdiction of the English courts in relation to all matters arising out of the Contract.