

UGC TERMS AND CONDITIONS ("Conditions")

1. INTERPRETATION

1.1 In these Conditions, the following terms shall have the following meanings unless the context otherwise requires:

"Business Day"	any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the City of London;
"Buyer"	the firm, company or legal person who orders a Product from UG;
"Contract"	a binding legal contract (incorporating these Conditions) under which UG agrees to supply Products ordered by the Buyer, and supply any Services relating to those Products, and which Contract is formed and amended in accordance with Condition 3;
"Job Sheet"	a job sheet or quotation from UG to the Buyer, offering to sell a particular quantity and type of Products, and/or supply particular Services in respect of those Products, to the Buyer at a particular price or at a particular rate;
"Order"	an order submitted by the Buyer to UG for the purchase of Products or Services;
"Product"	a product supplied or to be supplied by UG;
"Services"	services supplied or to be supplied by UG in relation to the Products, including without limitation installation, fitting, removing, repairing and servicing;
"UG"	Union Glass Centres Limited, a company registered in England (registered number 2662264 and registered office at 26-28 Southernhay East, Exeter, Devon, EX1 1NS).

1.2 In the Conditions:

- 1.2.1 headings are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
- 1.2.2 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership; and
- 1.2.3 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2. EFFECT

- 2.1 The Conditions shall apply to all Job Sheets, Orders and Contracts made or to be made between UG and the Buyer for the sale and supply of Products and Services. Where the Buyer is a consumer, nothing in these Conditions affects the Buyer's statutory rights (including without limitation the right to insist that goods that it buys from businesses must correspond with their description, be fit for their purpose and be of a satisfactory quality). The giving by the Buyer of any Order or delivery instruction or the acceptance by the Buyer of delivery of the Products shall constitute unqualified acceptance by the Buyer of these Conditions.
- 2.2 The Conditions shall prevail over any terms put forward by the Buyer. Any conditions submitted, proposed or stipulated by the Buyer in whatever form and at whatever time, whether in writing, by e-mail or orally, are expressly waived and excluded.
- 2.3 No other terms or changes to the Conditions shall be binding unless agreed in writing signed on its behalf by a duly authorised representative of UG.
- 2.4 No statements made by the employees, contractors or agents of UG or contained in any website, brochures, catalogues, sales literature or correspondence are intended to have any legal effect unless expressly agreed in writing signed by a duly authorised representative of UG that the same shall form part of the Contract.
- 2.5 The Conditions, together with the Job Sheet in respect of the ordered Products and Services, contain the entire agreement between UG and the Buyer in relation to the Contract. They supersede and replace any prior written or oral agreements, representations or understandings between UG and the Buyer relating to the Contract. The Buyer acknowledges that it has not entered into the Contract based on any representation that is not expressly incorporated into the Contract. Nothing in the Contract shall exclude or limit liability for fraud or

as to a fundamental matter, or to any other representations that it would be unreasonable in law to exclude.

2.6 Each Job Sheet (together with any Services provided in relation to that Job Sheet), or any Products or Services supplied in respect of which there is no specific Job Sheet, constitutes a separate Contract. There may be more than one Contract between the parties in force at the same time.

2.7 These Conditions apply to all Products and Services even if there is no express Job Sheet.

2.8 To the extent that there is any conflict between these Conditions and the Job Sheet, the Job Sheet shall prevail.

2.9 No Contract shall be a sale by sample.

3. BINDING CONTRACT

3.1 The Job Sheet shall contain or refer to all details of the specification of the Product. It is the Buyer's responsibility to check that the Job Sheet is complete and accurate upon receipt. If the Buyer requires any information on the Job Sheet to be amended, then UG shall amend the Job Sheet and the Buyer shall submit or re-submit the Order in respect of the amended Job Sheet.

3.2 The Job Sheet may be a confirmation of an Order which the Buyer has submitted to UG and which UG has accepted. Alternatively, if the Job Sheet is a quotation, within one month of the date of a Job Sheet which UG has not revoked (orally, by e-mail or in writing), the Buyer may submit its Order (whether in writing, electronically, orally, in person or in whatever form) to UG. The Order shall be on the same terms as the Job Sheet without amendment. Where the Job Sheet is a quotation, the Contract is formed when UG actually receives the Buyer's Order without amendment to the Job Sheet within that one month period; any Order received by UG more than one month after the date of the Job Sheet shall not be valid unless UG expressly agrees to accept the Order, in which case the Contract shall be formed when UG expressly agrees to the Order. Alternatively, where the Job Sheet is not a quotation, the binding Contract shall come into effect when UG accepts the Buyer's Order.

3.3 After the Contract has been formed, the parties may agree for UG to supply further Products or Services to the Buyer in respect of the Products. Unless UG gives a Job Sheet and receives an Order for the further Products or Services, the Contract initially formed in accordance with Condition 3.2 shall automatically include such further Products and Services upon agreement by UG to provide such further Products or Services. The charges for such further Products or Services shall be in accordance with UG's then current rates and prices.

3.4 UG shall not be obliged to provide any Products or Services to the Buyer whilst the Buyer has a total of outstanding unpaid monies actually due to UG under any contract with UG exceeding any such credit limit which UG informs the Buyer from time to time. UG shall perform the Contract within a reasonable time following receipt of such monies that take outstanding unpaid monies actually due to UG below such credit limit.

4. DELIVERY AND RISK

4.1 Unless otherwise agreed in writing between the parties, the Contract is for delivery to the delivery location stated in the Job Sheet. If there is no address stated in the Job Sheet, the Buyer must collect the Products from UG. Section 32 of the Sale of Goods Act 1979 shall not apply to the Contract.

4.2 Irrespective of anything stipulated by the Buyer, unless otherwise agreed in writing by UG, any date for delivery of Products or performance of the Services stated in the Job Sheet or the Order or otherwise provided by UG shall not be of the essence and is an estimate only. UG shall use its reasonable endeavours to perform the Services during the time stipulated in the Contract, but UG makes no warranty that the Products will be delivered or the Services will be provided within any particular time. UG shall not be liable for any loss or damage whether arising directly or indirectly from delay in delivery or performance.

4.3 Partial delivery or performance shall be permitted. UG may deliver and provide parts of the Products and Services by instalments and may invoice the Buyer for each delivery or performance. Delay, default or non-delivery of any instalment by UG shall not entitle the Buyer to cancel, and shall not affect, the remainder of the Contract.

4.4 The Buyer shall ensure that it is ready for safe receipt of the Products and Services without undue delay.

4.5 The Buyer may be required to sign a delivery note upon delivery. The signing of any delivery note by the Buyer shall be evidence that the ordered Products have been delivered and the Services have been performed.

4.6 All risk in the Products shall pass to the Buyer upon delivery, provided that where delivery is delayed due to breach by the Buyer of its obligations under the Contract risk shall pass at the date when delivery would have occurred but for that breach.

4.7 The Buyer shall keep the Products fully insured on UG's behalf with a reputable insurance company to the reasonable satisfaction of UG for their full price against all risks of loss or damage from the time when the risk passes to the Buyer until property passes in accordance with Condition 5. On request, the Buyer shall produce the policy of insurance to UG. If the Products are lost, damaged or destroyed, the Buyer shall hold the proceeds of insurance for and to the order of UG pending Payment (as defined in Condition 5.1).

4.8 If delivery of the Products or performance of the Services is delayed through the Buyer's default or if the Buyer declines or delays in accepting delivery or Services, then UG may (without prejudice to any other right or remedy available to it) do all or any of the following:

- 4.8.1 sell the Products for UG's account;
- 4.8.2 cancel the Contract as regards any Products and Services that remain to be delivered;
- 4.8.3 charge a reasonable storage fee; and
- 4.8.4 charge the Buyer for the costs and losses incurred by UG as a result of the Buyer declining or delaying.

5. TITLE

5.1 Notwithstanding delivery, property in the Products shall remain with UG and subject to the following provisions of this Condition the Buyer shall hold the Products as bailee for UG until payment in full of all sums owing from the Buyer to UG on any account whatsoever whether under the Contract or any other contract between UG and the Buyer ("**Payment**").

5.2 Until Payment, the Buyer shall keep the Products in good condition and clearly identified as the property of UG and the Buyer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.

5.3 If the Buyer (or UG as part of providing Services to the Buyer) attaches or affixes the Products to, or incorporates them into or mixes them with any other goods, products, materials or substances or uses them in any manufacturing process, the property in the new goods, product, material or substance shall vest until Payment in UG in the proportion of the value of the Products to the other constituent elements.

5.4 The Buyer shall not pledge or allow any lien or charge to arise over Products until Payment. The Buyer shall not deal with the Products other than in the ordinary course of business or use.

5.5 The Buyer may resell the Products before ownership has passed to it solely on the following conditions:

- 5.5.1 any sale shall be effected at full market value; and
- 5.5.2 any such sale shall be a sale of UG's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

5.6 In the event of sale or any disposition of the Products by the Buyer, the Buyer shall still be responsible for paying the full value of the Payment. If UG requires, the Buyer shall authorise and direct such third party buyer to pay to UG a like part of the sum due to the Buyer in respect of the Products sold and assign to UG such part of the debt owed to the Buyer by the third party.

5.7 From when any of the circumstances under Condition 12.1 occurs until Payment, UG may at any time without notice recover possession of the Products which are the property of UG. The Buyer hereby grants to UG an irrevocable licence to enter for that purpose any premises then occupied by or in the ownership or possession of the Buyer. The Buyer shall indemnify UG against all claims, losses, damages, liabilities, costs and expenses so arising.

5.8 UG shall be entitled to maintain an action for the price of the Contract, notwithstanding that the property in the Products has not passed to the Buyer.

6. BUYER'S SITE AND OBLIGATIONS

6.1 The Buyer shall provide to UG promptly with any drawing, specification, information and instructions which UG may reasonably require from time to time to enable it to perform its obligations under the Contract. The Buyer shall provide UG with all requirements that it has for the Product before its submission of the Order or UG's submission of the Job Sheet and the Buyer shall be responsible for ensuring that the Job Sheet and Order and any drawing, specification, information and instructions provided by the Buyer are fit for their purpose.

6.2 The Buyer shall prepare the Buyer's site for the Services and provide and be responsible for ensuring:

- 6.2.1 a proper, adequate, safe and suitable environment and operating conditions for provision and receipt of the Services and for any use and placement of the Products and for any third parties on, in or near the site; and
- 6.2.2 that the installation, fitting, removing and working with the Products and use and placement of the Products complies with all current laws,

regulations, rules, byelaws, codes of practice, recommendations, guidance and best practice (including without limitation health and safety and buildings laws, regulations, rules, byelaws, codes of practice, recommendations, guidance and best practice);

including without limitation in accordance with any instructions that UG may provide. Although UG shall not be responsible for suggesting any health and safety requirements, the Buyer shall comply with any health and safety requirements that UG may stipulate. Except for any matter upon which UG specifically agrees in writing with the Buyer to advise or do, UG shall not be liable for advising on, or failing to advise on, or doing, or failing to do, anything else (including on any laws, regulations, rules, byelaws, codes of practice, recommendations, guidance or best practice).

6.3 The Buyer shall provide full access to the Buyer's site and shall provide adequate free working space and such other facilities as may be desirable for the Services.

6.4 The Buyer shall ensure that its employees, agents, consultants and sub-contractors co-operate fully with UG and such employees, agents, consultants and sub-contractors are qualified to carry out any tasks which may be needed to enable UG to perform its obligations under the Contract.

6.5 The Buyer shall be responsible for ensuring that all users and prospective users of the Product install, fit, remove and work with and use and place the Products carefully and safely.

6.6 If the Buyer does not comply fully and promptly with this Condition 6, UG may (without accepting any responsibility for the Buyer's failure to comply with this Condition 6) refuse to provide the Services or suspend performance of the Contract until the Buyer fully and promptly complies. UG may charge:

6.6.1 for the Products notwithstanding that UG has not supplied the Services. The parties acknowledge that this Condition 6.6.1 is fair given the customised nature of the Product; and

6.6.2 for its expenses incurred and for fees that it would have obtained for the time which it incurred or set aside for providing the Services, resulting from the Buyer's failure to comply, and which expenses and fees UG could not reasonably have avoided.

6.7 UG shall not be liable to the Buyer for any failure or delay in performing the Contract to the extent this results from the Buyer's breach of this Condition 6.

7. PRICE AND PAYMENT

7.1 The price for the Products and Services shall be as stipulated in the Job Sheet. The Buyer shall also pay for any additional items stipulated on the Job Sheet including without limitation oil surcharge costs.

7.2 Unless otherwise agreed in writing, the price of the Products and Services:

7.2.1 are without discount; and

7.2.2 are exclusive of costs of carriage, travel and sales taxes (including without limitation VAT), which must all be paid in full at the same time as payment for the Products and Services. UG may charge for its time and expenses for delivery of the Products or travel to and performance of the Services to the Buyer's site. Depending on the location of the Buyer's site, UG may (in its discretion) elect to waive its travel or delivery charges.

7.3 Unless expressly provided in the Job Sheet, the price of the Products does not include any Services. Except for any services provided by UG for breach of warranty for its Services element under the Contract (for which there shall be no charge), any time spent on or in connection with Services by UG shall be chargeable on a time basis at its then current standard rates or at such other rate expressly stipulated for providing those Services under the Contract in the relevant Job Sheet.

7.4 The Buyer providing incorrect or incomplete information to UG shall not remove or limit the Buyer's obligation to pay UG's fees and expenses.

7.5 If the Buyer has any query as to the information on the invoice, it shall bring this to the attention of UG within twenty Business Days of receipt of invoice.

7.6 Unless UG otherwise stipulates in the Job Sheet or on an invoice, the Buyer shall pay in full for the Products and Services within 30 days of date of UG's invoice. UG may invoice the Buyer upon its receipt of the Order.

7.7 UG may charge for its reasonable expenses incurred in the course of performing the Contract. The Buyer shall pay UG for the expenses incurred by UG or UG's subcontractors in the course of providing the Services as and when the expenses arise or if earlier when UG knows the value of its anticipated expenses. In any event, where the Buyer issues an invoice for its expenses, the Buyer shall pay UG for the expenses within 5 Business Days of the date of UG's proper invoice.

7.8 The Buyer shall pay UG by any payment method reasonably stipulated by UG.

7.9 Except where the Buyer is a consumer (in which case this Condition 7.9 does not apply), the Buyer shall pay all sums due to UG in full without any set-off, deduction or withholding whatsoever.

7.10 If the Buyer is late in paying any sum to UG, UG may (without prejudice to any other right or remedy available to it whether under the Contract or by any statute, regulation or bye-law) do any or all of the following:

7.10.1 charge interest on the amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and

7.10.2 sell or otherwise dispose of any Products which are the subject of any Order by the Buyer, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and

7.10.3 suspend the performance of the Contract and any other contract between UG and the Buyer until payment in full has been made.

8. WARRANTY

8.1 If the Buyer is a consumer, then nothing in these Conditions (including this Condition 8) affects or limits the Buyer's statutory rights (including without limitation the right to insist that goods that it buys from businesses must correspond with their description, be fit for their purpose and be of a satisfactory quality).

8.2 To the fullest extent permitted by law, this Condition 8 sets out the entire liability of UG to the Buyer in respect of lost, damaged or defective Products or Services and shall apply in lieu of all conditions, warranties, terms or obligations which would otherwise be implied by statute, common law or otherwise.

8.3 UG warrants that:

8.3.1 the Products will be delivered to the Buyer undamaged and in the quantities ordered; and

8.3.2 the Products will materially conform to the manufacturer's warranty for the period given by the manufacturer to UG ("the **Warranty Period**") and remain free from material defects caused solely by faulty materials or poor workmanship; and

8.3.3 it shall use reasonable skill and care in providing the Services; and

8.3.4 it shall provide the Services materially in accordance with the Contract specification for those Services.

8.4 Where UG is arranging carriage, UG shall at its option repair, replace or provide a refund for Products that are lost or damaged in transit. UG shall not be liable for loss of or damage to Products in transit or on delivery under Condition 8.3.1 unless the Buyer informs UG within three Business Days, and in any event notifies UG in writing within five Business Days:

8.4.1 after the expected date of delivery or receipt that it has not received the Products; or

8.4.2 after receipt that the Products are damaged, and also

unless the Buyer provides UG with UG's delivery note number and such other information as UG reasonably requires at the same time as the notice.

8.5 Subject to Condition 8.6, UG shall at its option:

8.5.1 repair or replace; or

8.5.2 repay an appropriate portion of the purchase price of; or

8.5.3 provide a credit note in respect of,

delivered Products or performed Services which are not in conformance with the warranty set out in Condition 8.3. This Condition 8.5 does not affect the consumer's statutory rights as to its choice of remedies for breach of warranty.

8.6 UG's liability for defective or damaged Products is subject to:

8.6.1 the Buyer notifying UG of any claim promptly upon discovery or the date when the Buyer should have discovered the defect or damage, and in any event within the Warranty Period for claims under Condition 8.3.2 and within 12 months from receipt of the Service in respect of any claim under Conditions 8.3.3 or 8.3.4, specifying with reasonable detail the way in which it is alleged that the Products or Services do not conform to the Contract; and

8.6.2 the Buyer providing UG with UG's delivery note number and such other information as UG reasonably requires at the same time as the notice;

8.6.3 the Buyer showing to UG's reasonable satisfaction that the defect or damage is solely attributable to defective design, materials or workmanship in the Products and Services and not wear or tear from

normal use or the combination, incompatibility, attachment, affixation, incorporation or mixing of the Products with any other goods, products, materials or substances; and

8.6.4 the Products having not been misused or subjected to neglect, improper or inadequate care, carelessness, abnormal working or usage conditions, or involved in any accident or attempt at repair, replacement, alteration, change or modification except by or on behalf of UG or approved by UG, or dealt with contrary to good trade practice or any oral or written instructions of UG; and

8.6.5 the Products only having been used in the manner specified by UG; and

8.6.6 the Buyer allowing UG the opportunity to inspect and remove the Products; and

8.6.7 the Buyer having paid for the Products, Services and any expenses in full; and

8.6.8 upon UG's request (unless the Buyer is a consumer), the Buyer returning the defective or damaged Products carriage and insurance paid at the Buyer's risk to UG's premises or such other location stipulated by UG anywhere in the world and carefully packed to avoid damage in transit (and Section 36 of the Sale of Goods Act 1979 shall not apply). Unless and until UG collects the Products or the Buyer returns the Products, the Buyer shall hold the Products safely and securely in good condition.

8.7 UG does not warrant that the functions contained in the Products and Services will meet the specific requirements of the Buyer. It is for the Buyer to select the appropriate Products and Services and conduct a full audit of the Buyer's site in order to ensure that the Products and Services meet its requirements.

8.8 The warranty contained in this Condition is specifically limited to the Buyer. No warranty is made to any other person, whether subsequent buyer or user, or to any bailee, licensee, assignee, employee, agent or otherwise.

8.9 If the Buyer makes an invalid claim under the warranty, UG may charge the Buyer for its Services fees and costs of examining, storing, repairing and replacing the Products and dealing with the claim and removing and delivering the Products and re-performing the Services.

8.10 UG shall use reasonable endeavours to ensure that while its employees, agents and subcontractors are on the Buyer's premises, they will conform to the Buyer's normal codes of staff and security practice as are advised to them well in advance by the Buyer.

9. LIMITATIONS OF LIABILITY

9.1 If the Buyer is a consumer, then nothing in these Conditions (including this Condition 9) affects or limits the Buyer's statutory rights to insist that goods that it buys from businesses must correspond with their description, be fit for their purpose and be of a satisfactory quality. This Condition 9 (except for Condition 9.4) does not apply if the Buyer is a consumer.

9.2 This Condition 9 prevails over all other Conditions and sets forth the entire liability of each party to the other, and their sole and exclusive remedies of the other in respect of:

9.2.1 performance, non-performance, purported performance, delay in performance or misperformance of the Contract or of any goods or services in connection with the Contract; or

9.2.2 otherwise in relation to the Contractor entering into the Contract.

9.3 Except in respect of the specification of the Products in the manufacturer's most current Product manual at the time of delivery, all descriptions, representations, specifications, samples, colours, illustrations and other particulars furnished or made orally by UG or in catalogues, trade literature or other documents issued by UG are given for general information purposes only and the Buyer acknowledges that it is not entering into the Contract in reliance upon any such description, representation, specification, sample or other particular.

9.4 Neither party excludes or limits its Liability for:

9.4.1 its fraud; or

9.4.2 death or personal injury caused by its Breach of Duty; or

9.4.3 any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or

9.4.4 any other Liability which cannot be excluded or limited by applicable law.

9.5 Subject to the rest of this Condition 9, neither party accepts and hereby excludes any Liability for Breach of Duty other than any Liability arising pursuant to the terms of the Contract.

- 9.6 Subject to the rest of this Condition 9, neither party shall have Liability to the other in respect of any:
- 9.6.1 indirect or consequential losses, damages, costs or expenses;
 - 9.6.2 loss of actual or anticipated profits;
 - 9.6.3 loss of contracts;
 - 9.6.4 loss of use of money;
 - 9.6.5 loss of anticipated savings;
 - 9.6.6 loss of revenue;
 - 9.6.7 loss of goodwill;
 - 9.6.8 loss of reputation;
 - 9.6.9 loss of business;
 - 9.6.10 loss of operation time;
 - 9.6.11 loss of opportunity; or
 - 9.6.12 loss of or damage to data;

suffered by the other in respect of the Contract whether or not such losses were reasonably foreseeable or the party in default or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, Conditions 9.6.2 to 9.6.12 apply whether such losses are direct, indirect, consequential or otherwise.

- 9.7 Subject to the rest of this Condition 9 and the exclusions and limits set out in the rest of the Contract, the total Liability of each party arising out of or in connection with a claim or claims made by the other in respect of loss or damage suffered by the other flowing from any one event or series of connected events shall be limited to the total sums paid or payable by the Buyer to UG in relation to the relevant Products or Services under the Contract within the fifteen months preceding the date on which the claim first arose.
- 9.8 The limitation of Liability under Condition 9.7 has effect in relation both to any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any term of the Contract.
- 9.9 The Buyer shall not limit its Liability for failure to pay any fees or expenses to UG.
- 9.10 In this Condition 9:
- 9.10.1 "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and
 - 9.10.2 "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including, without limitation, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to "the Contract" shall be deemed to include any collateral contract).

10. DATA PROTECTION

- 10.1 The Buyer agrees and acknowledges that UG may obtain and store details of particular people representing the Buyer. The details may include their names, e-mail addresses, telephone and fax numbers, addresses and their positions as the Buyer's representatives. UG may also obtain information about the Buyer from credit reference agencies. UG uses that data to decide whether or not to offer or revoke any Job Sheet to the Buyer, to perform the Contract and to contact the Buyer in case of any servicing or billing enquiries or possible future opportunities to work together with the Buyer.

11. FORCE MAJEURE

- 11.1 UG shall not be liable for any breach, hindrance or delay in the performance of the Contract attributable to any cause beyond its reasonable control, including without limitation Act of God, actions or omissions of third parties (including manufacturers, suppliers, governments, regulators or supra-national authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, earthquake, natural disaster, accident, mechanical breakdown, software, failure or problems with public utility supplies (including without limitation electrical, telecoms or general Internet failure), shortage of or inability to obtain materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen.
- 11.2 The performance of each party's obligations shall be suspended during the period that the circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay.
- 11.3 Each party shall bear its own costs incurred by the Event of Force Majeure.

- 11.4 Should any performance of obligations be delayed under this Condition 11, the Buyer shall nevertheless accept performance as and when UG shall be able to perform.
- 11.5 If the Event of Force Majeure continues without a break for more than three months, either party may terminate the Contract forthwith by written notice to the other, in which event neither party shall be liable to the other party by reason of such termination.
- 11.6 If UG has contracted to provide identical or similar Products or Services to more than one buyer and is prevented from fully meeting its obligations to the Buyer by reason of an Event of Force Majeure, UG may decide at its absolute discretion which contracts it will perform and to what extent.

12. DEFAULT, WINDING UP

- 12.1 In the event that the Buyer:
- 12.1.1 is in breach of any of its obligations under the Contract; or
 - 12.1.2 is unable to pay its debts or has a petition for administration or winding up presented against it or commences winding up proceedings or has a receiver or manager appointed over any of its property or assets or is the subject of a bankruptcy petition or enters into any composition with creditors generally or takes or suffers any steps preparatory thereto or if any distress or execution is levied or threatened to be levied on any of the property or assets of the Buyer,

UG may terminate the Contract immediately on giving notice in writing and retain any deposit or advance payment and the Buyer shall indemnify UG against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to UG from the Buyer shall become immediately payable.

- 12.2 On the happening of any of the events in Condition 12.1, then if the Buyer has not paid UG in full for the Products or the Services, the Buyer shall:
- 12.2.1 not sell or use the Products in any way and shall immediately inform UG of the occurrence of the event in Condition 12.1; and
 - 12.2.2 immediately deliver the Products in which UG has reserved property to such address as UG shall specify.
- 12.3 Termination of the Contract shall be without prejudice to any accrued rights or remedies of UG. Termination of the Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

13. NOTICES

- 13.1 Any notice or other communication required or authorised to be given under the Contract shall be in writing and may be served by personal delivery or by first-class pre-paid post or recorded delivery letter or by facsimile addressed to such address or facsimile number of the other for last known to the sender.
- 13.2 Any notice given by post shall be deemed to have been served two Business Days after the same is posted and any notice so given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine. In proving service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, handed in at the Post Office as a first-class pre-paid post or recorded delivery letter or an answerback signal received.

14. GENERAL

- 14.1 No failure or delay by either party in exercising any right under the Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish that party's rights under the Contract.
- 14.2 If any Condition or part of any Condition shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Condition or provision or part of any Condition or provision, all of which shall remain in full force and effect.
- 14.3 The Buyer shall not assign or transfer or purport to transfer or assign the Contract to any other person.
- 14.4 Nothing in the Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the parties.
- 14.5 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.6 The Contract shall be governed by and construed in accordance with English law and the Buyer hereby submits to the jurisdiction of the English courts.