

Confidential

G COMMS STANDARD TERMS AND CONDITIONS OF SALE

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 8.30 am to 5.30 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.7.

Contract: the contract between G Comms and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods or Services or Goods and Services from G Comms.

Deliverables: deliverables set out in the Order produced by G Comms for the Customer.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 16.

G Comm: G Communications Ltd registered in England and Wales with company number 09258164 and whose registered office is Unit 3 Trillennium Gorsey Lane Coleshill Birmingham B46 1JU.

G Comms Materials: has the meaning given in clause 8.1.8.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or

drawings, that is agreed in writing by the Customer and G Comms.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of G Comms's quotation, or overleaf, as the case may be.

Services: the services, including the Deliverables, supplied by G Comms to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by G Comms to the Customer.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether

Confidential

or not having separate legal personality).

- 1.2.2 A reference to a party includes its successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to writing or written excludes fax but not email.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when G Comms issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by G Comms and any descriptions of the Goods or illustrations or descriptions of the Services contained in G Comms's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by G Comms shall not constitute an offer, and is only valid for a period of 30 days from its date of issue unless otherwise

agreed.

- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3 Goods

- 3.1 The Goods are described in the Goods Specification.
- 3.2 The Customer shall indemnify G Comms against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by G Comms arising out of or in connection with any claim made against G Comms for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with G Comms's use of the Goods Specification where such Goods Specification has been supplied by the Customer. This clause 3.2 shall survive termination of the Contract.
- 3.3 G Comms reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and G Comms shall notify the Customer in any such event.

4 Delivery of Goods

- 4.1 G Comms shall ensure that:
 - 4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and G Comms reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods

Confidential

- remaining to be delivered; and
- 4.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to G Comms. The Customer shall make any such packaging materials available for collection at such times as G Comms shall reasonably request. Returns of packaging materials shall be at Customer's expense. Unused or decommissioned kit or packaging/waste.
- 4.2 G Comms shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after G Comms notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods **are approximate only**. G Comms will use reasonable endeavours to meet any delivery dates specified provided it is given sufficient notice which should be at the very least 48 hours before the intended delivery date. Where G Comms is given less than 48 hours notice, G Comms will use reasonable endeavours to achieve such dates but the Customer acknowledges that shorter notice than 48 hours places huge difficulties on G Comms ability to achieve such dates. In all cases, G Comms shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide G Comms with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. For the avoidance of doubt and without prejudice to clause 16, G Comms will not be liable to the Customer where the delivery is late or cannot be delivered for reasons including but not limited to:
- 4.4.1 Traffic jams (however they may be caused);
- 4.4.2 Road closures (including but not limited to where the road closure has been instigated by the Customer);
- 4.4.3 Prevention of access to the Delivery Location.
- 4.5 It is further noted and acknowledged by the Customer that G Comms vehicles or those of their sub-contractors are not emergency vehicles and therefore will be impacted by any of the circumstances set out in clause 4.4 above. Accordingly, whilst G Comms drivers will use reasonable endeavours to reach the Delivery Location, nothing in these Conditions nor anything set out in any Order or any other documentation shall be deemed to be a guarantee of delivery at a specific time or place.
- 4.6 If G Comms fails to deliver the Goods, its liability shall be the cost of reattempting delivery to the Customer. G Comms shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, in circumstances set out in clause 4.4 or the Customer's failure to provide G Comms with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Customer fails to accept delivery of the Goods within three Business Days of G Comms notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by G Comms's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which G Comms notified the Customer that the Goods were ready; and
- 4.7.2 G Comms shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If 5 Business Days after the day on which G Comms notified the Customer that the Goods were ready

Confidential

for delivery the Customer has not accepted actual delivery of them, G Comms may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods. G Comms shall charge a 20% restocking charge.

4.9 G Comms may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality of Goods

5.1 G Comms warrants that on delivery, and for any period offered by the manufacturer (the benefit of which shall be passed to the Customer where possible) (**Warranty Period**), the Goods shall:

- 5.1.1 conform with their description and any applicable Goods Specification;
- 5.1.2 be free from material defects in design, material and workmanship;
- 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 5.1.4 be fit for any purpose held out by G Comms.

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to G Comms during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 G Comms is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by G Comms) returns such Goods to G Comms's place of business at the Customer's cost,

G Comms shall liaise with the manufacturer and at its option they shall inform G Comms whether they will repair or replace the defective Goods, or request G Comms refund the price of the defective Goods in full.

5.3 G Comms shall not be liable for the Goods' failure

to comply with the warranty set out in clause 5.1 if:

5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow G Comms' or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of G Comms following any drawing, design or specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of G Comms;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, G Comms shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by G Comms.

6 Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 G Comms receives payment in full (in cash or cleared funds) for the Goods; and

6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other

Confidential

goods held by the Customer so that they remain readily identifiable as G Comms's property;

- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on G Comms's behalf from the date of delivery;
- 6.3.4 notify G Comms immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give G Comms such information as G Comms may reasonably require from time to time relating to:
 - 6.3.5.1 the Goods; and
 - 6.3.5.2 the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.6, the Customer may resell or use/install the Goods in the ordinary course of its business (but not otherwise) before G Comms receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 6.4.1 it does so as principal and not as G Comms's agent; and
 - 6.4.2 title to the Goods shall pass from G Comms to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 Installation shall not transfer title to the Goods.
- 6.6 At any time before title to the Goods passes to the Customer, G Comms may:
 - 6.6.1 by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
 - 6.6.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the

Goods are stored in order to recover them. For the avoidance of doubt, "irrevocably incorporated into another product" means that Goods can no longer be identified as the Goods. Where the Goods have simply been installed, attached to other items, placed in other equipment such that they can be identified as the Goods, G Comms shall be permitted to access the Customer site and remove and take back possession of such items.

7 Supply of Services

- 7.1 G Comms shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 G Comms shall use all reasonable endeavours to meet any performance dates for the Services specified, but any such dates **shall be estimates only** and time shall not be of the essence for the performance of the Services.
- 7.3 G Comms reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and G Comms shall notify the Customer in any such event.
- 7.4 G Comms warrants to the Customer that the Services will be provided using reasonable care and skill.

8 Customer's obligations

- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with G Comms in all matters relating to the Services;
 - 8.1.3 provide G Comms, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by G Comms to provide

Confidential

- the Services;
- 8.1.4 provide G Comms with such information and materials as G Comms may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 8.1.5 prepare the Customer's premises or the Delivery Location for the supply of the Services;
- 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 8.1.7 comply with all applicable laws, including health and safety laws;
- 8.1.8 keep all materials, equipment, documents and other property of G Comms (**G Comms Materials**) at the Customer's premises in safe custody at its own risk, maintain G Comms Materials in good condition until returned to G Comms, and not dispose of or use G Comms Materials other than in accordance with G Comms's written instructions or authorisation; and
- 8.1.9 comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.
- 8.2 If G Comms's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 8.2.1 without limiting or affecting any other right or remedy available to it, G Comms shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays G Comms's performance of any of its obligations;

- 8.2.2 G Comms shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from G Comms's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse G Comms on written demand for any costs or losses sustained or incurred by G Comms arising directly or indirectly from the Customer Default.

9 Charges and payment

- 9.1 The price for Goods:
- 9.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in G Comms's published price list as at the date of the order; and
- 9.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 9.2 The charges for Services shall be set out on the Order including but not limited to any expenses to be recharged to the Customer.
- 9.3 G Comms reserves the right to:
- 9.3.1 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to G Comms that is due to:
- 9.3.1.1 any factor beyond the control of G Comms (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.3.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 9.3.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give G Comms adequate or accurate information or instructions in

Confidential

- respect of the Goods.
- 9.4 In respect of Goods, G Comms shall invoice the Customer on or at any time after completion of delivery. In respect of Services, G Comms shall invoice the Customer on completion of the Services or as otherwise set out on the Order.
- 9.5 The Customer shall pay each invoice submitted by G Comms:
- 9.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by G Comms and confirmed in writing to the Customer; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by G Comms, and time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by G Comms to the Customer, the Customer shall, on receipt of a valid VAT invoice from G Comms, pay to G Comms such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Customer fails to make a payment due to G Comms under the Contract by the due date, then, without limiting G Comms's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by G Comms.
- 10.2 G Comms grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.
- 10.4 The Customer grants G Comms a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to G Comms for the term of the Contract for the purpose of providing the Services to the Customer.

11 Data protection

- 11.1 The parties do not envisage the processing of any personal data other than Customer contact data (name, email address) in order to provide the Goods and/or Services.
- 11.2 The parties each agree to adhere to their requirements under the UK GDPR.

12 Confidentiality

- 12.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or

Confidential

carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13 Limitation of liability

13.1 G Comms has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims not exceeding £1 million per claim in relation to public liability. The limits and exclusions in this clause reflect the insurance cover G Comms has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

13.3.1 death or personal injury caused by negligence;

13.3.2 fraud or fraudulent misrepresentation;

13.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

13.3.4 defective products under the Consumer Protection Act 1987.

13.4 Subject to clause 13.3, G Comms's total liability to the Customer shall not exceed:

13.4.1 £1m with respect to damage to property of

the Customer which is covered by public liability insurance; or

13.4.2 in all other cases, 100% of value of the Goods or Services set out on the Order under which the breach of duty arose.

13.5 The following types of loss are wholly excluded:

13.5.1 loss of profits;

13.5.2 loss of sales or business;

13.5.3 loss of agreements or contracts;

13.5.4 loss of anticipated savings;

13.5.5 loss of use or corruption of software, data or information;

13.5.6 loss of or damage to goodwill; and

13.5.7 indirect or consequential loss.

13.6 G Comms has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.7 This clause 13 shall survive termination of the Contract.

14 Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

Confidential

restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without affecting any other right or remedy available to it, G Comms may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment

14.3 Without affecting any other right or remedy available to it, G Comms may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and G Comms if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4, or G Comms reasonably believes that the Customer is about to become subject to any of them.

15 Consequences of termination

15.1 On termination of the Contract:

15.1.1 the Customer shall immediately pay to G Comms all of G Comms's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, G Comms shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.1.2 the Customer shall return all of G Comms Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then G Comms may

enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16 Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17 General

17.1 Assignment and other dealings

17.1.1 G Comms may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of G Comms.

Confidential

17.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.2, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.3 Waiver.

17.3.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.3.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.4 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.5 Entire agreement.

17.5.1 The Contract constitutes the entire agreement between the parties.

17.5.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.6 Third party rights.

17.6.1 The Contract does not give rise to any rights

under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.6.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.7 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.8 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.9 Jurisdiction. Each party irrevocably agrees 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 the Contract or its subject matter or formation.