



## Terms and Conditions for Goods and Services

Thank you for selecting Armournet Technologies Ltd to provide you with IT support and maintenance. These are our terms and conditions for the goods and services we provide (**Conditions**) and apply to our relationship with you. The specific goods and services you purchase from us are as set out in the Order form.

Any capitalised words which are not defined when you first see them are explained at the end of these Conditions, together with the rules on how these Conditions should be interpreted.

**We, us, our** and **Armournet** are references to Armournet Technologies Ltd, registered in England under number 05367926 with our registered office at Taylor's Financial Accounting Solutions, 3b Spur Road, Quarry Lane Ind. Est., Chichester, West Sussex, England, PO19 8PR.

**You** and **your** are the company whose details are set out in the Order made subject to these Conditions.

In these Conditions, both Armournet and you are a **party** and together **the parties**.

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| <b>Your attention is drawn in particular to clause 11 (Limitation of Liability)</b> |
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### 1. OUR CONTRACT WITH YOU

1.1 All quotes we provide to you will be given in an Order. This quotation does not constitute an offer and is only valid for acceptance for a period of 7 days. After this time, the quote will no longer be valid and you will need to request an additional quote. If you're happy with the quote and wish to proceed, you will need to confirm this to us by either:

- (a) signing and returning the Order where indicated; or
- (b) sending us written acceptance of the Order (email being sufficient for this purpose),

this act constitutes an offer by you to purchase the Goods and/or Services detailed in the Order in accordance with these Conditions. The Order shall be deemed accepted when we issue written acceptance of the Order at which point, and on which date, a contract will come into effect. Our written acceptance will be given to you by email to the address you provided as part of pre-contract enquiries.

1.2 Your contract with us is comprised of these Conditions and the Order (**Contract**).

1.3 The Contract sets out the entire agreement between us. Any samples, drawings, descriptive matter and any description of the Goods or illustrations or descriptions of the Services contained in our catalogues or brochures (or those of our suppliers) are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf (including by our employees, contractors or agents) in any advertising or promotional material or by any other means unless it has been expressly set out in these Conditions or the Order.

- 1.4 These Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5 All of these Conditions shall apply to both Goods and Services except where application to one or the other is specified.
- 1.6 Where, as part of the Services, we provide you with access to a third party hosting provider, cloud service operator and/or any third party downloaded software (each a 'Third Party Product'), we will enter into a contract with the third party provider for that Third Party Product. In some cases we will be obliged to pass down terms and conditions of use ("Terms of Use") of that Third Party Product to you. We will identify where this is the case within the Order and will provide you with a copy of any relevant Terms of Use. These Terms of Use will apply to your use of the applicable Third Party Product. You should read these Terms of Use before you use the Third Party Product to ensure you can comply with them. If you experience an issue with a Third Party Product, you should contact us and not the third party provider.
- 1.7 In the event of a conflict between these Conditions, the Order and the Terms of Use (if relevant) the following order of precedence shall apply (to resolve the conflict) in decreasing order of priority:
  - (a) the Terms of Use;
  - (b) these Conditions;
  - (c) the Order.

## **THE GOODS WE PROVIDE TO YOU**

### **2. DESCRIPTION, DELIVERY AND QUALITY**

- 2.1 We shall supply you with the Goods listed in the Order.
- 2.2 The Goods will be as described in the Goods Specification.
- 2.3 We reserve the right to amend the Goods (and the price we charge you for the Goods) prior to delivery if:
  - (a) we are required by any applicable statutory or regulatory requirement; or
  - (b) we are unable to source the Goods from our suppliers due to circumstances outside of our control.

In each instance we will notify you of any change prior to delivery. Any change made will not affect the quality or performance of the Goods from those originally stated in the Order.

- 2.4 In the event that we increase the price for the Goods prior to delivery in accordance with clause 2.3:
  - (a) you have the right to cancel the Order of the Goods within 2 Business Days of being notified of the amended price in accordance with clause 2.3; and
  - (b) if you elect to cancel the Order, we will provide you with a full refund for any Goods you have paid for in advance but will not be delivered.
- 2.5 We will deliver the Goods to the location set out in the Order or such other location as we may agree with you (**Delivery Location**) after notifying you that the Goods are ready, unless you inform us that you would prefer to collect. If you chose to collect, you must do so within 10 Business Days of our notification to you that the Goods are ready. Collection may be made from our premises or such other location as Armournet agrees with you (**Collection Location**).

- 2.6 Delivery of Goods will be completed when the Goods are unloaded at the Delivery Location (irrespective of whether the Goods have been installed) or collected by you at the Collection Location, whichever is applicable.
- 2.7 Any dates we have provided for delivery of Goods on the Order Form are approximate only and time for delivery is not of the essence. We shall not be liable to you for any delay in delivery of the Goods that is caused by a Force Majeure Event or for your failure to provide us with adequate delivery instructions or any other instructions relevant to the supply of the Goods.
- 2.8 If you fail to take or accept (as applicable), delivery of the Goods within 10 Business Days of us notifying you the Goods are ready then, except where such failure or delay is caused by a Force Majeure Event or by our failure to comply with obligations under the Contract in respect of Goods,:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 11<sup>th</sup> Business Day following the day on which we notified you the Goods were ready; and
  - (b) we shall store the Goods until delivery takes place in accordance with clause 2.8(a) above and we shall charge you for all related storage costs and expenses (including insurance).
- 2.9 If 20 Business Days after we have notified you that the Goods were ready for delivery you have not taken or accepted (as applicable) delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you any shortfall below the price of the Goods (as applicable).
- 2.10 If we deliver up to and including 10% more or less than the quantity of the Goods set out in an Order, you may not reject them but, on receipt of notice from you that the wrong quantity of Goods has been delivered, we will (at the sole discretion of Armournet) deliver the remaining quantity or make a pro rata adjustment to the invoice for the Goods.
- 2.11 You agree that we may deliver the Goods in instalments which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
3. **WARRANTY FOR GOODS**
- 3.1 We warrant that on delivery the Goods shall:
- (a) conform in all material respects with their description on the Order; and
  - (b) be free from material defects in design, material or workmanship.
- 3.2 Subject to clause 3.3 below, we shall (at our option) repair or replace any defective Goods or refund to you the price of the defective Goods in full if:
- (a) you have given us notice in writing within a reasonable time of discovery that some or all of the Goods to not comply with the warranty given in clause 3.1; and
  - (b) we've been given a reasonable opportunity of examining such Goods; and
  - (c) where we request you have returned the Goods to us at your cost.
- 3.3 We will not be liable for the Goods failure to comply with the warranty at clause 3.1 if:
- (a) you have made further use of the Goods after giving us notice in accordance with clause 3.2(a);
  - (b) the defect arises because we have provided a configuration of hardware and/or software that you have requested (against our advice);

- (c) you have altered, repaired or attempted to repair the Goods without our written consent;
- (d) the defect arises because of fair wear and tear, wilful damage or negligence of you, your employees, contractors or agents;
- (e) you have failed to store the Goods in accordance with our instructions (including with regards to storage conditions);
- (f) you have used the Goods in a manner contrary to their intended purpose;
- (g) you have used the Goods contrary to our instructions or contrary to any applicable law or regulation;
- (h) the defect arises because of abnormal working conditions; or
- (i) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

3.4 Except as provided in this clause 3, we shall not have any liability to you in respect of the Goods failure to comply with the warranty set out at clause 3.1.

3.5 The terms of these Conditions shall apply to any repaired or replacement Goods we supply.

3.6 Without prejudice to the above clauses, we acknowledge that some Goods we provide to may come with a warranty from the manufacturer (**Manufacturer Warranty**). We will provide you with a copy of the terms and conditions of the Manufacturer Warranty from the manufacturer (the **Manufacturer Terms**). In order to benefit from the Manufacturer Warranty you must comply with these Manufacturer Terms. If you experience an issue with a Good covered by a Manufacturer Warranty after delivery and within the warranty period please contact us in the first instance. We will promptly pass your enquiry onto the manufacturer. Provided you have complied with the Manufacturer Terms and the warranty is in force, the manufacturer should provide a repair or replacement. This is in addition to your rights under these Conditions.

3.7 Where we provide Our Materials to you we do so at no additional cost to you. You accept that your use of Our Materials is at your own risk. We do not give any warranties in respect of Our Materials and any warranties implied by law are excluded to the fullest extent possible. We shall not have any liability to you in respect of your use of Our Materials, save for that liability which cannot be excluded by law as outlined in clause 11.1. You agree this exclusion of liability is reasonable as Our Materials are provided to you without charge.

#### 4. THE PASSING OF RISK AND TITLE

4.1 The risk in the Goods shall pass to you on completion of delivery (which shall be the earlier of the dates described in clause 2.5 or clause 2.8(a)).

4.2 Title to the Goods will not pass to you until we receive payment in full (in cash or cleared funds) for the Goods.

4.3 Until title to the Goods has passed you shall:

- (a) store the Goods separately from all other similar goods you hold so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery.

- (d) notify us immediately if you become subject to any of the insolvency events listed in clause 13.5(b) or clause 13.5(c); and
  - (e) if we request, give us information relating to the Goods as we may require from time to time.
- 4.4 Subject to clause 4.5, you may use the Goods in the ordinary course of your business (but not otherwise) before we receive full payment for the Goods.
- 4.5 If before title to the Goods has passed you become subject to an insolvency event listed in clause 13.5(b) or clause 13.5(c) then, without imitating any other right or remedy we may have against you:
- (a) your right to use the Goods in the ordinary course of your business ceases immediately;
  - (b) we may require you at any time to deliver up all the Goods in your possession and, if you fail to do so, we may promptly enter onto your premises or any third party where the Goods are stored and recover them.

## **THE SERVICES WE SUPPLY TO YOU**

### **5. QUALITY OF THE SERVICES**

- 5.1 We shall provide the Services described in the Order from the date specified in the Order or such later date that you and Armournet agree in writing (email being sufficient for this purpose).
- 5.2 We will use our reasonable endeavours to meet any performance dates for the Services that we specify in the Order (including any response times for support packages as further detailed in the Order), but such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 5.3 We reserve the right to amend the Services 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. We shall notify you in writing if this is the case.
- 5.4 We warrant that our Services will be provided using reasonable care and skill.

### **6. YOUR OBLIGATIONS**

- 6.1 You shall:
- (a) ensure that the content of the Order is complete and accurate;
  - (b) co-operate with us in all matters relating to the Services;
  - (c) provide us (including our employees, agents, consultants and sub-contractors if applicable) with access to you premises, office accommodation and other facilities as we reasonably require in order to provide the Services. This may include access outside of normal working hours where identified in the Order;
  - (d) provide us with such information and materials as we may reasonably require in order to supply the Services (and ensure that such information is complete and accurate in all material respects);
  - (e) not share access to the Services with any third party;
  - (f) obtain and maintain any necessary licences, permissions and consents which may be required for the Services;
  - (g) comply with applicable laws;

- (h) comply with our reasonable instructions relating to making your premises suitable for us to perform the Services; and
  - (i) keep Our Materials at your premises and in safe custody at your risk, maintain Our Materials in good condition until they're returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation.
- 6.2 You are responsible for information you provide to us (including, but not limited to data, information, materials and documents). We strongly recommend that you retain copies/back-up of everything you send to us.
- 6.3 If our performance under the Contract is prevented or delayed by any act or omission on your part (**your Default**):
  - (a) we will not be liable for any costs or losses you sustain or incur as a result;
  - (b) we will be entitled to suspend performance of the Services until you remedy your Default; and
  - (c) you shall reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from your Default.
- 6.4 You shall keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 which are incurred by us as a result of or in connection with any claim made against us by a third party arising out of or in connection with the breach, negligent performance or failure or delay in performance by you, your employees, agents or subcontractors of your obligations set out in these Conditions, including any failure by you to comply with the Terms of Use (see clause 1.6). This clause 6.4 shall survive termination of the Contract.

## 7. CHARGES AND PAYMENT

- 7.1 The price for the Goods and Services shall be as set out in the Order or if no price is quoted:
  - (a) the price for Goods shall be as set out in our price list as at the date of the Order; and
  - (b) the price for Services shall be calculated on a time and materials basis in accordance with clause 7.3;
- 7.2 Except as otherwise stated in the Order Form, and unless otherwise agreed in writing between us, the price for the Goods shall be inclusive of all costs and charges of packaging and transport of the Goods to delivery and insurance to delivery (see clause 2.6 for when delivery occurs).
- 7.3 Where the Order indicates that the price for a Service is on a time and materials basis **OR** where the Order does not give a price for the Services, the charges for the Services shall be calculated as follows (on a time and materials basis):
  - (a) the charges shall be calculated in accordance with our daily fee rates as set out in our current price list;
  - (b) our daily fee rates are calculated on the basis of an 10 hour day from 8.00am to 6.00pm worked on Business Days;
  - (c) we shall be entitled to charge an overtime rate of 150% of the daily fee on a pro-rata basis for each part of the day or for any time worked by individuals whom it engages on the Services outside of the hours referred to in 7.3(b); and

- (d) we shall be entitled to charge you for any expenses reasonably incurred by the individuals we engage in connection with the Services (including travel expenses, accommodation costs, subsistence and any associated expenses) and for the cost of services provided by third parties and required by us for the performance of the Services and for the cost of any materials;
  - (e) without prejudice to clause 7.3(d) we shall be entitled to charge you £35 for each call out to your premises in consideration of our travel time where your premises is located in excess of 20 miles from our registered office.
- 7.4 You acknowledge that the Goods are obtained from third parties. Whilst we can generally secure advantageous fees from third parties for the Goods, the fees they charge us cannot be guaranteed and we reserve the right to vary our charges in line with any change in their fees.
- 7.5 We reserve the right, by giving written notice to you at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to us which is due to any factor beyond our control (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and Services which you have requested, or any delay caused by any of your instructions or your failure to give us adequate information or instructions.
- 7.6 We reserve the right to increase the charges for the Services on an annual basis on 1 March each year. We aim to keep our prices competitive within the industry in which we operate.
- 7.7 Our charges are exclusive of value added tax chargeable from time to time (or any replacement equivalent tax) (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay us such additional amount in respect of VAT as are chargeable on the supply of the Services or Goods at the same time that payment is due for the supply.
- 7.8 Subject to clause 7.10, we will invoice you on or at any time after our acceptance of the Order in accordance with clause 1.1 and payment is due within 5 days of the invoice date.
- 7.9 Subject to clause 7.10, payment by GoCardless will be taken automatically on or a few days after the invoice date.
- 7.10 For services selected for auto-renewal, recurring monthly invoices will be issued on or about the 1<sup>st</sup> day of each month and payment by GoCardless will be due, and taken automatically, on or about the 14<sup>th</sup> day of the calendar month.
- 7.11 The price for each service will be as detailed in the Order. Payment terms will be as set out below unless otherwise detailed in the Order:
  - (a) Unless otherwise agreed, payment is to be made through our Go Cardless account, details of which are set out on the Order. Payment via any other method will (unless you are a consumer) be subject to an administration fee to cover the additional costs.
  - (b) If auto-renewal is chosen for any service ordered, payment must be made through our GoCardless account.
  - (c) If we have agreed with you in advance for payment to be made by bank transfer, an administration fee of 3% of the invoice value may be charged if payment is not received within terms as stated in clause 7.8 and will be invoiced separately.

- (d) If we have not agreed an alternative payment method with you in advance, but you choose to use one, the administration fee will be 6% of the invoice value and will be invoiced separately.
- 7.12 If you fail to make payment due to us under a Contract by the due date, then we may charge you interest on the overdue sum (at our discretion) from the due date until the date of payment (whether before or after judgment). Interest will accrue each day at 4% per annum above the base rate of Barclays Bank PLC from time to time.
- 7.13 All amounts due under these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 7.14 Receipts for payment will be issued on request.
- 8. INTELLECTUAL PROPERTY RIGHTS**
- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us or our licensors ("**Service IPR**"), unless we expressly agree otherwise with you in writing.
- 8.2 We give to you (or shall procure if applicable) a limited non-assignable non-sub licensable licence for the term of the Contract to use the Service IPR in order to receive and use the Services in your business in accordance with the Contract.
- 8.3 The above does not apply to:
- (a) any content you provide us which shall belong to you at all times; or
  - (b) any third party retail boxed or downloaded software that we provide to you as an intermediary. In which case the terms of the licence granted to you will be dictated by the owner/licensor of the retail boxed or downloaded software.
- 8.4 You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials you provide us to for the term of the Contract for the purpose of providing the Services to you.
- 9. DATA PROTECTION**
- 9.1 We understand that as part of performing the Services we may have access to Personal Data that you control. Where we Process such Personal Data as part of the Services, we shall do so as Processor and we will:
- (a) Process the Personal Data in accordance with our obligations under Data Protection Law. Nothing in these Conditions shall relieve our direct responsibilities and liabilities under Data Protection Law;
  - (b) implement appropriate technical and organisation measures to ensure an appropriate level of security for that Personal Data during Processing, to preserve the confidentiality and integrity of such Personal Data and prevent Misuse;
  - (c) delete or amend any Personal Data we hold as you request; and
  - (d) Process Personal Data: (i) in accordance with your documented instructions (including the Data Protection Particulars) for the purpose of providing Services to you; or (ii) as required by law. We shall not Process your Personal Data for any of our own purposes.
- 9.2 We shall notify you as soon as reasonably practicable if we become aware:



- (a) that an instruction you've provided in relation to the Processing of Personal Data under these Conditions would, in our reasonable opinion, infringe Data Protection Law;
  - (b) of any breach or suspected breach of our obligations in this clause 9 and/or any Misuse, howsoever caused. We shall give you immediate and full cooperation and assistance in relation to any such breach or suspected breach, including the provision of all relevant information in our possession. We shall not make any public statements in relation such breach or suspected breach.
- 9.3 We warrant that we have taken reasonable steps to ensure the reliability of any employees, agents, consultants and sub-contractors we control who may have access to Personal Data in consequence of us performing the Services and to ensure those persons receive training in data protection, confidentiality and security. We shall restrict access to Personal Data to only those employees, agents, consultants and sub-contractors who are required by us to perform the Services.
- 9.4 In the unlikely event that we receive a Data Request relating to the Personal Data we Process, we shall notify you as soon as reasonably practicable. We shall provide you with full co-operation and assistance in relation to such Data Request. We agree that:
  - (a) we shall not respond to the Data Request; and
  - (b) you shall determine how to respond to the Data Request as Controller.
- 9.5 We shall provide you with reasonable assistance to carry out any privacy impact assessment or data protection assessment in relation to the Processing of Personal Data pursuant to these Conditions.
- 9.6 We shall not transfer any Personal Data obtained from providing the Services outside of the European Economic Area, without your prior written consent.
- 9.7 We shall not appoint any sub-contractors to Process Personal Data under these Conditions without your prior written consent (not to be unreasonably withheld, delayed or conditioned). Where consent is given, we will:
  - (a) provide you with full details of the sub-contractor;
  - (b) ensure that a contract is in place between Armournet and the sub-contractor on terms which are substantially the same as this clause 9;
  - (c) provide you with equivalent rights against the sub-contractor as you have against Armournet under this clause 9;
  - (d) ensure that the sub-contractors access to your Personal Data ceases on termination of these Conditions for any reason.
- 9.8 We shall provide you with such information you may reasonably request in order for you to ascertain our compliance with Data Protection Law and this clause 9.
- 9.9 We shall co-operate with any Competent Authority in responding to any request for information in order for such Competent Authority to assess the compliance of Armournet and/or you with Data Protection Law and this clause 9.
- 9.10 Within one month of the termination of these Conditions or on your request at any time, we shall destroy or return to you any Personal Data obtained through the provision of the Services which we hold as at the date of termination or general request. Where you opt for us to destroy the Personal Data we shall do so in a secure manner and shall certify back to you in writing that such deletion has taken place.

10. **CONFIDENTIALITY**

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except (a) to our respective employees, contractors, officers, representatives or advisers who need to know such information for the purposes of carrying out obligations under the Contract and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither of us shall use the other's confidential information for any purpose other than to exercise and perform our respective rights and obligations under or in connection with the Contract.
- 10.2 Where it is necessary for a party to disclose confidential information of the other party to its employees, officers, representatives or advisers as envisaged by clause 10.2, the party seeking to disclose will ensure that those recipients comply with clause 10.1 as if they were a party to the Contract.
- 10.3 This clause 10 shall survive termination of the Contract.

11. **LIMITATION OF LIABILITY**

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 11.1 Nothing in these Conditions shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and/or breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) any other liability that cannot be excluded by law.
- 11.2 Subject to clause 11.1:
- (a) we shall not be liable to you for any delay in the delivery of Goods or failure to deliver Goods that is caused by a Force Majeure Event or your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods;
  - (b) If we fail to deliver the Goods, our liability to you shall be limited to the costs and expenses you incur in obtaining replacement goods or goods of a similar description and quality in the cheapest market available, less the price of the Goods stated on the Order;
  - (c) we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract for:
    - (i) any loss of profit; or
    - (ii) loss of sales or business
    - (iii) loss of agreements or contracts;
    - (iv) loss of anticipated savings;
    - (v) loss of use or corruption of software, data or information;
    - (vi) loss of or damage to goodwill; and

- (vii) any indirect or consequential loss; and
  - (d) our total liability to you in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the total charges you have paid to us under the Contract to which the loss relates.
- 11.3 To the fullest extent permitted by law, all implied terms and warranties are excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract.
- 12. **CANCELLATION**
- 12.1 Where your Order contains Goods, you may not cancel the order for Goods once we've accepted the Order (except where we have agreed to the cancellation or you are entitled to cancel by law or in accordance with the terms of these Conditions (each a "**Valid Cancellation**"). If you do cancel an order for Goods for a reason other than a Valid Cancellation, you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of such cancellation.
- 13. **TERM AND TERMINATION**
- 13.1 The Contract comes into effect when we have issued written acceptance of the Order (see clause 1.1) and shall continue until the later of:
  - (a) delivery of the Goods;
  - (b) completion of the Services;
  - (c) termination of the Services (or any particular Services) in accordance with clause 13.3; or
  - (d) termination of the Contract in accordance with clauses 13.3 to 13.6 .
- 13.2 Where the Order Form identifies that an Initial Term applies to any particular Services, those Services shall not be deemed to have been completed until the end of the relevant Initial Term. Provided you do not serve us notice to terminate those particular Services at the end of the relevant Initial Term in accordance with clause 13.3, those particular Services will continue in force after the relevant Initial Term until terminated in accordance with these Conditions.
- 13.3 Without affecting any other right or remedy available to it, either party may terminate any particular Services by giving the other party not less than one month's written notice, save that where those Services have an Initial Term (as identified in the Order) such notice cannot expire any earlier than the end of that Initial Term.
- 13.4 Where the Order Form is marked for auto-renewal for any service, the agreement in respect of that service shall automatically renew for the same period as the Initial Term (the "Renewal Term"). For the avoidance of doubt, on automatic renewal, notice given in accordance with clause 13.3 cannot expire earlier than the end of the Renewal Term.
- 13.5 Without limiting any other rights or remedies, either of us may terminate the Contract with immediate effect by giving written notice to the other if:
  - (a) the other commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of being notified in writing to do so;
  - (b) the other suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or ceases, or threatens to cease, to carry on all or a substantial part of its business; or

- (c) the other enters into or appears likely to enter into any formal insolvency or bankruptcy proceedings.

13.6 Without limiting our other rights or remedies we may terminate the Contract with immediate effect by giving you written notice if you fail to pay any amount due under the Contract when due and do not then pay it within 5 Business Days after we give you written notice to do so.

13.7 If we are entitled to terminate under this clause 13, we may instead suspend any or all Services for up to 30 days to see if matters can be resolved but we will not lose our right to terminate if we do so.

#### 14. **CONSEQUENCES OF TERMINATION**

14.1 On expiry or termination for any reason of the Contract:

- (a) you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of the Services and Goods supplied but for which no invoice has been submitted, we shall submit an invoice which you shall pay immediately on receipt;
- (b) you shall return all of Our Materials and if you fail to do so within a reasonable period, we will enter onto your premises and take possession of them. Until they are returned, you are solely responsible for the safe keeping of Our Materials and will not use them for any purpose not connected with this Contract;
- (c) you shall return to us (or delete at our option) any of our Confidential Information that is in your possession, delete any of our Confidential Information you hold in electronic form and, on our request, provide us with a statement (signed by an authorised representative) confirming you have complied with this clause;
- (d) our respective accrued rights, remedies, obligations and liabilities as at expiry or termination shall be unaffected, 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; and
- (e) clauses which expressly or by implication survive termination shall continue in full force and effect.

14.2 Termination of these Conditions will automatically terminate all Orders in place as at the date of termination where Goods and Services are yet to be delivered. Armournet shall be entitled to receive payment for all Goods delivered, and all Services provided, up to and including the date of termination and you agree you will be liable for the same. No refunds shall be due for any payments made in advance.

14.3 This clause 14 shall survive termination of the Contract.

#### 15. **FORCE MAJEURE**

15.1 We shall not be liable to you as a result of any delay or failure to perform our obligations under the Contract as a result of a Force Majeure Event.

15.2 If the Force Majeure Event prevents us from providing any of the Services for more than 4 weeks, you or we shall, without limiting our other respective rights or remedies, have the right to terminate the Contract immediately by giving the other written notice.

#### 16. **GENERAL**

16.1 **Assignment**

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.
- (b) You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract.

#### 16.2 Notices

- (a) Any notice or other communication given under or in connection with the Contract shall be in writing, addressed to the intended recipient party and shall be delivered personally by hand, sent by pre-paid first class post or other next working day delivery service to its registered office (if a company) or its principle place of business (in any other case).
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2(a); or if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) The provisions of this clause 16.2 shall not apply to the service of any proceedings or other documents in any legal action.
- (d) A notice given under or in connection with this Contract is not valid if sent by email.

#### 16.3 Waiver

If we do not insist immediately that you do anything you are required to do under these terms that does not mean you do not have to meet that obligation. If we delay in taking steps against you in respect of your breach of the terms of the Contract, that does not mean we're prevented from taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Goods and/or Services, we can still require you to make the payment at a later date.

#### 16.4 Severance

Each of the paragraphs of these Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of the terms of the Contract and the remainder of the terms of the Contract shall remain in full force and effect.

#### 16.5 Third Party Rights

The Contract is between you and us. No other person shall have any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 16.6 No partnership or agency

Nothing in this 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.

#### 16.7 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether oral or written, relating to its subject matter.

- (b) Each party acknowledges that it entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (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 misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

#### 16.8 Variation

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

#### 16.9 Governing law and jurisdiction

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. 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.

### 17. DEFINITIONS

In these Conditions, the following definitions apply:

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

**Competent Authority:** means the Information Commissioner's Office and the European Data Protection Board (as applicable) or any successor bodies and any other authority with jurisdiction over Armournet or you that is responsible for regulating compliance with the Data Protection Law;

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 16.8.

**Contract:** the contract between you and Armournet for the supply of Goods and/or Services in accordance with these Conditions.

**Controller:** as defined in Data Protection Law.

**Confidential Information:** means information, whether written, electronic, verbal or comprised in any other medium:

- (a) we disclose (whether before or after the date of the Order) directly or indirectly to you or a third party acting on your behalf or that you obtain by observation during any visit you have to our premises including information relating to our products, suppliers, finances, business affairs, systems, processes, methods of operation, trade secrets or know how of Armournet that is not publicly available; and
- (b) you disclose to us (after the date of the Order) directly or indirectly to us or our employees, contractors or agents (acting on our behalf) or that we may obtain by observation during any visit to your premises that is not publicly available and is identified by you as confidential.

**Data Protection Law:** means any law, statute, declaration, degree, directive, legislative enactment, order, ordinance, regulation or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which Armournet and you are subject, including:

- (a) prior to 25 May 2018, the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

- (b) from 25 May 2018 onwards, the GDPR (or in the event the GDPR is no longer directly applicable in England and Wales, all legislation enacted in England and Wales in respect of protection of Personal Data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

**Data Protection Particulars:** means the particulars of the Processing of Personal Data to be carried out under the terms of these Conditions as more particularly detailed in the Order.

**Data Request:** means a request made or notice given under Data Protection Law including requests made, or notices given, by a Data Subject.

**Data Subject:** shall be as defined in Data Protection Law.

**GDPR:** means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**Goods:** the goods (or any part of them) as detailed in the Order. Goods does not include Our Materials.

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is agreed by the parties and contained, or referred to, in the Order.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, 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.

**Force Majeure Event:** an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service, failure or power supply, failure of an internet service provider, failure of transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**Misuse:** unauthorised or unlawful Processing, loss of, damage to, destruction of the Personal Data.

**Order:** your order for the supply of Goods and/or Services, as attached to our written acceptance of your offer to purchase the Goods and/or Services.

**Our Materials:** all materials, equipment, hardware, documents and any other property belonging to Armournet which you may have access to under a Contract.

**Personal Data:** shall be as defined in Data Protection Law.

**Processing:** shall be as defined in Data Protection Law and “**Process**” and “**Processed**” shall be construed accordingly;

**Processor:** as defined in Data Protection Law.

**Services:** the services, including any materials provided by Armournet in the provision of the services, as detailed in the Order. Where more than one type of service are detailed in the Order, any provision of these Conditions which refer to **Services** means each such service separately.

## 18. INTERPRETATION.

In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes e-mails save where expressly stated otherwise and excludes facsimilie transmission.