

Terms and Conditions for Disposal and Recycling Services

1. Definitions and Interpretation

1.1 The following are the standard terms and conditions under which TECHNIMOVE LIMITED (registered in England and Wales under registration number 03499330 with its registered office at Unit 16 Spitfire Business Park, 1 Hawker Road, Croydon, Surrey, CR0 4WD) ("**TECHNIMOVE**") supplies disposal and recycling services. These terms and conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect of such services and shall be deemed to be incorporated into all such agreements. **Technimove cannot sell insurance in relation to the Customer's Goods, however Technimove can agree to be liable for damage, up to the value declared. Our liability for loss or damage is detailed in clause 11 below and must be read in accordance with all the other conditions.**

1.2 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the agreement between TECHNIMOVE and the Customer for the supply of the Services in accordance with these Terms and Conditions;
"Charges"	means the fees set out in the Supply Proposal and payable by the Customer for the supply of the Services in accordance with Clause 5;
"Collection Point"	means the Customer's premises from where the Goods are to be collected as set out in the Supply Proposal;
"Commencement Date"	has the meaning given in Clause 2.2;
"Customer"	means the person or firm who purchases the Services from TECHNIMOVE;
"Directive"	means the Waste Electrical and Electronic Equipment Directive 2002/96/EC;
"Event of Default"	has the meaning given in Clause 11.5.2;
"Goods"	means the Customer's goods (or any part thereof) in respect of which the Services are to be undertaken under the Agreement including, as applicable and without limitation, servers and information technology equipment;
"Good Industry Practice"	means the exercise of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking and under the same or similar circumstances and conditions, seeking in good faith to comply with its contractual obligations, complying with all applicable laws, rules and regulations including codes of practice and conduct in force from time to time relating to the Services;
"Gross Negligence"	means any act or failure to act committed by any person, entity or party which, in addition to constituting negligence, is such a wanton and/or reckless conduct or omission that it constitutes utter disregard for harmful, foreseeable and avoidable

consequences but shall not include an error of judgement or mistake made in good faith;

“Order”	means the Customer’s order for the Services by way of any notification made by the Customer to TECHNIMOVE that they wish the Services to proceed in response to the Supply Proposal;
“Services”	means the disposal and recycling services supplied by TECHNIMOVE to the Customer as set out in the Supply Proposal or the Order, as the case may be, including, as applicable, (1) the disposal of Goods and the permanent erasure of data on storage media within Goods prior to disposal of those Goods and such other ancillary services as TECHNIMOVE may agree to in writing (“Disposal Services”); and (2) the treatment, reverse manufacture and dismantling of WEEE, the reuse and recovery of recyclable materials in accordance with the Directive and such other ancillary services as TECHNIMOVE may agree to in writing (“Recycling Services”);
“Supply Proposal”	means any written proposal by TECHNIMOVE provided to the Customer in respect of the Services;
“Terms and Conditions”	means these terms and conditions as amended from time to time in accordance with Clause 19.1 and Clause 19.2;
“WEEE”	means Goods which constitute waste electrical and electronic equipment; and
“Wilful Misconduct”	means a deliberate act or omission which deviates from a reasonable course of action or from any provision of the Agreement that is done or omitted to be done with knowledge of or conscious indifference or intent to the harmful, avoidable and reasonably foreseeable consequences.

- 1.3 Any reference to a day or days refers to business days unless otherwise stated – that is any day which is not a weekend or public or bank holiday in the United Kingdom.
- 1.4 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 1.5 Any reference in these Terms and Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to **writing** or **written** includes faxes and e-mails.

2. Customer Orders

- 2.1 An Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms and Conditions.
- 2.2 An Order shall only be deemed to be accepted by TECHNIMOVE upon it issuing written acceptance of the Order or it commencing supply of the Services, at which point and on which date the Agreement shall come into existence (**“Commencement Date”**).

- 2.3 The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TECHNIMOVE which is not set out in the Agreement.
- 2.4 Any descriptive matter or advertising issued by TECHNIMOVE are issued or published for the sole purposes of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.5 These Terms and Conditions apply to the Agreement to the exclusion of any others that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), these Terms and Conditions shall prevail.
- 2.6 The Customer acknowledges and agrees that it is classified as a business customer in respect of the supply to it of the Services.

3. Supply Proposals

- 3.1 The Supply Proposal is deemed to be subject to these Terms and Conditions and shall not constitute an offer.
- 3.2 TECHNIMOVE reserves the right to withdraw or amend the Supply Proposal prior to the Agreement coming into existence. Supply Proposals are deemed to be withdrawn after 28 calendar days should an Order not be made.

4. The Services

- 4.1 Subject to Clause 4.3, TECHNIMOVE shall supply the Services to the Customer in accordance with the Supply Proposal, with reasonable care and skill and in accordance with Good Industry Practice.
- 4.2 In supplying the Services, TECHNIMOVE shall:
 - 4.2.1 Not be required to supply the Services where, in its reasonable opinion, doing so would create an undue risk of accident, physical injury or harm to any person.
 - 4.2.2 Supply properly skilled staff, apparatus and equipment necessary for the supply of the Services.
 - 4.2.3 Have the right to make any changes to the Services which are necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and TECHNIMOVE shall notify the Customer in any such event.
 - 4.2.4 Comply with all applicable laws (including data protection laws in respect of Disposal Services) and, where TECHNIMOVE provides Recycling Services, the terms of its waste management licence.
 - 4.2.5 Use reasonable endeavours to ensure minimum disruption to the Customer's business.
- 4.3 In the absence of prior written instruction to TECHNIMOVE giving sufficient detail, no particular precautions nor any special treatment need to be taken or provided for in respect of the Goods concerning the undertaking of Disposal Services and/or Recycling Services other than those set out in the Supply Proposal. If the Customer requires particular precautions and/or special treatment to be taken or provided for in respect of the Goods concerning the undertaking of Disposal Services and/or Recycling Services other than those set out in the Supply Proposal then it is the Customer's responsibility to indicate this in the Order and, in

this case, upon TECHNIMOVE accepting an Order in accordance with Clause 2.2 it shall supply the Services to the Customer in accordance with the Order, with reasonable care and skill and in accordance with Good Industry Practice.

4.4 In respect of Disposal Services and Recycling Services, TECHNIMOVE shall collect the Goods from the Collection Point and title to the Goods shall pass to TECHNIMOVE upon such collection.

4.5 The Customer acknowledges and agrees that time is not of the essence (and may not be made of the essence by notice) for:

4.5.1 Any dates or times when the Services are due to be performed.

4.5.2 The length of time that any Services will take to perform.

4.5.3 Any date or time when the Services will be completed by.

5. Charges

5.1 TECHNIMOVE'S fees in consideration of providing the Services will be the Charges.

5.2 TECHNIMOVE may revise the Charges from time to time. Any such revision shall not become effective until after the expiry of 21 calendar days from the date notice of the proposed revision is given to the Customer.

5.3 If the Customer requests that TECHNIMOVE undertakes work outside of the scope of the agreed Services or if the Customer wishes to change the scope of the Services, then it shall submit details of the requested change to TECHNIMOVE in writing and TECHNIMOVE shall, within a reasonable time, provide a written estimate of any variations to the Charges. If the Customer wishes to proceed with the change, TECHNIMOVE has no obligation to do so unless and until the parties have agreed in writing on the necessary variation to the Charges and any other relevant terms of the Agreement to take account of the change.

5.4 The Charges and any additional charges do not include value added tax, custom duties and any other fees or taxes payable to government bodies which, if applicable, shall be added at the rate in force at the time of supply.

5.5 Without prejudice to any other rights TECHNIMOVE may have in respect of any failure by the Customer to pay the Charges or other monies payable pursuant to the Agreement, TECHNIMOVE may:

5.5.1 Charge interest and late payment compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

5.5.2 Charge the Customer on an indemnity basis for any costs incurred in obtaining (or attempting to obtain) payment of any unpaid amounts including, without limitation, legal fees.

5.5.3 Require the Customer to pay, in advance, for any Services which have not yet been performed until all charges owing have been paid in full and cleared funds.

5.5.4 Not perform further Services until all charges owing have been paid in full and cleared funds.

5.6 If the Customer postpones, delays or cancels the Services, TECHNIMOVE will be entitled to charge it according to how much notice is given as follows by way of a genuine pre-estimate of the losses TECHNIMOVE is likely to suffer and not a penalty:

- 5.6.1 11 or more working days before the Services were due to start, no charge.
- 5.6.2 Between 6 and 10 working days inclusive before the Services were due to start, not more than 30% of the Charges.
- 5.6.3 Between 3 and 5 working days inclusive before the Services were due to start, not more than 60% of the Charges.
- 5.6.4 Less than 48 hours before the Services were due to start, not more than 95% of the Charges.

6. Payment

- 6.1 The time stipulated for payment shall be of the essence of the Agreement and failure to pay within the period specified shall, in the absence of a written explanation from the Customer that has been duly accepted by TECHNIMOVE, render the Customer in material breach of the Agreement.
- 6.2 Invoices shall be payable in Pounds Sterling within the period stated in the invoice or, if no period is stated, no later than 30 calendar days of the invoice date in full and cleared funds. TECHNIMOVE shall be entitled to invoice in respect of the Services to be performed in advance.
- 6.3 Payment of any TECHNIMOVE invoice shall become automatically due immediately on the commencement of any act or proceeding in which the Customer's solvency is involved and upon the termination of the Agreement.

7. Customer's Obligations

- 7.1 During the continuance of the Agreement the Customer shall:
 - 7.1.1 Furnish TECHNIMOVE promptly upon receipt of a request for such any information as TECHNIMOVE may reasonably require for the supply of the Services.
 - 7.1.2 Nominate prior to the supply of any Services an authorised representative to be its prime point of contact with TECHNIMOVE during the continuance of the Agreement, such representative having the authority to represent and legally bind the Customer on all matters in connection with the Agreement.
 - 7.1.3 Ensure the accuracy and validity of all information provided to TECHNIMOVE.
 - 7.1.4 Allow TECHNIMOVE reasonable access to its employees for the purpose of the supply of the Services and ensure its employees cooperate fully with TECHNIMOVE in relation to the supply of the Services.
 - 7.1.5 Provide free and safe access to the Collection Point as is necessary by TECHNIMOVE to comply with its obligations under the Agreement.
 - 7.1.6 Co-operate with TECHNIMOVE in all matters relating to the Services.
- 7.2 The Customer warrants that the Collection Point is safe for work and complies with all statutory requirements for the health and safety at work of TECHNIMOVE'S staff. TECHNIMOVE may refuse to permit its staff to work in or around the Collection Point if it reasonably considers that they may be exposed to undue risk or danger.
- 7.3 The Customer warrants that the Goods can be collected from the Collection Point by the use of normal doors and staircases without the use of specialised equipment.

- 7.4 The Customer warrants that the approach roads to the Collection Point are suitable for TECHNIMOVE'S vehicles and that parking is available at no cost to TECHNIMOVE.
- 7.5 The Customer warrants that either it is the owner of the Goods or is authorised by such owner to accept the Terms and Conditions on the owner's behalf. In the event of any claim being made by any third party against TECHNIMOVE in respect of loss of or damage to the Goods (and any data comprised therein) or in respect of any conversion or of interference with the Goods (and any data comprised therein), the Customer will indemnify TECHNIMOVE in respect of such claim.
- 7.6 The Customer warrants that the Goods are as described to TECHNIMOVE with regard to their value, nature, weight, quantity, condition and dimensions.
- 7.7 The Customer warrants that, except to the extent notified in detail to, and accepted by, TECHNIMOVE in writing, none of the Goods require any official consent or licence to handle, possess, deal with or carry or will at any time whilst in the care or control of TECHNIMOVE constitute WEEE. The Customer shall obtain at its own expense all documents, permits, permissions, licences and customs documents necessary for the Services to be completed.

8. Performance

- 8.1 TECHNIMOVE shall use its reasonable endeavours to comply with any day or dates for the supply of the Services as stated in the Supply Proposal, however such dates shall constitute only statements of expectation and shall not be binding. If TECHNIMOVE, having used its reasonable endeavours, fails to supply or complete the Services by such date or dates, such failure shall not constitute a breach of the Agreement. The Customer shall not be entitled to treat the Agreement as thereby repudiated or to rescind it or any ancillary agreement in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

9. Assignment

- 9.1 TECHNIMOVE may assign, transfer, charge, sub-contract or delegate any of its rights under the Agreement and may sub-contract or delegate any of its obligations or responsibilities arising out of the Agreement to any of its business associates. Performance by such associates shall be deemed to be performance by TECHNIMOVE.
- 9.2 Where Recycling Services are sub-contracted, TECHNIMOVE will only sub-contract to sub-contractors who hold a suitable waste management licence.
- 9.3 The Customer may assign, novate or otherwise transfer the Agreement with TECHNIMOVE'S prior written consent.

10. Equipment

- 10.1 All apparatus and equipment supplied by TECHNIMOVE shall remain the sole property of TECHNIMOVE.

11. Liability

- 11.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions and the Agreement by TECHNIMOVE in respect of the Services.
- 11.2 TECHNIMOVE warrants that it will use reasonable care and skill in supplying the Services including in respect of the storage of Goods subject to Disposal Services in a secure manner prior to the erasure of any data comprised therein.

- 11.3 TECHNIMOVE provides no warranty that any result or objective can or will be achieved or attained at all as a result of its supply of the Services.
- 11.4 The following provisions set out TECHNIMOVE'S entire liability (including any liability for the acts and omissions of its employees and sub-contractors) to the Customer in respect of:
- 11.4.1 any breach of its contractual obligations arising out of the Agreement; and
 - 11.4.2 any representation, statement, breach of statutory duty or tortious act or omission, including negligence, arising out of or in connection with the Agreement.
- 11.5 **The Customer's attention is drawn to the following provisions:**
- 11.5.1 TECHNIMOVE'S liability to the Customer for death or personal injury resulting from its own or that of its employees' and sub-contractors' negligence and for fraud or fraudulent misrepresentation shall not be limited;
 - 11.5.2 any other act or omission on the part of TECHNIMOVE or its employees or sub-contractors falling outside Clause 11.5.1 shall be known as an "**Event of Default**"; and
 - 11.5.3 subject to the limits and exclusions set out below and in Clause 21, TECHNIMOVE shall accept liability to the Customer resulting from the negligence of TECHNIMOVE or its employees or sub-contractors or the breach of contract by TECHNIMOVE.
- 11.6 Subject in all circumstances to Clause 11.5.1:
- 11.6.1 Subject to TECHNIMOVE'S limitation of its cumulative liability under Clause 11.6.2 TECHNIMOVE'S liability in respect of the Collection Point howsoever arising and occasioned during the supply of the Services shall in all circumstances be limited to making good the damaged area only.
 - 11.6.2 Subject to Clause 11.7, TECHNIMOVE'S cumulative liability in respect of all claims made in respect of or in connection with the Agreement (including claims arising in contract, tort (including negligence), breach of statutory duty or arising in any other way out of the subject matter of the Agreement) shall not exceed (1) a sum equal to the Charges actually received by TECHNIMOVE in respect of the Services to which the Event of Default and its liability relates or the amount of the Customer's proved loss, whichever is the lesser.
 - 11.6.3 Subject to Clause 11.7, TECHNIMOVE shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill or data or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party or any fine imposed by a third party) even if such loss was reasonably foreseeable or TECHNIMOVE had been advised of the possibility of the Customer incurring the same. If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Agreement.
- 11.7 The limits and exclusions to TECHNIMOVE'S liability to the Customer resulting from the negligence of TECHNIMOVE or its employees or sub-contractors or the breach of contract by TECHNIMOVE set out in Clauses 11.6.2 and 11.6.3 shall not apply where any Event of Default arises in relation to Disposal Services carried out negligently and/or in breach of contract to the extent any data comprised within Goods is not properly erased before the Goods are destroyed as required under the Supply Proposal or, if the requirements of the Customer differ to the Supply Proposal by virtue of the Customer acting in accordance with Clause 4.3, the Order. In such circumstances, subject to Clause 11.8, TECHNIMOVE'S cumulative liability in respect of all claims and losses made in respect of or in connection with such an Event of Default

(including claims arising in contract, tort (including negligence), breach of statutory duty or arising in any other way out of the subject matter of the Agreement) shall not exceed (1) the sum of One Million Pounds Sterling or the amount of the Customer's proved loss, whichever is the lesser.

11.8 The limits and exclusions to TECHNIMOVE'S liability to the Customer resulting from the negligence of TECHNIMOVE or its employees or sub-contractors or the breach of contract by TECHNIMOVE set out in Clause 11.7 shall not apply where any Event of Default arises in relation to Disposal Services carried out with Gross Negligence and/or Wilful Misconduct to the extent any data comprised within Goods is not properly erased before the Goods are destroyed as required under the Supply Proposal or, if the requirements of the Customer differ to the Supply Proposal by virtue of the Customer acting in accordance with Clause 4.3, the Order. In such circumstances, TECHNIMOVE'S cumulative liability in respect of all claims and losses made in respect of or in connection with such an Event of Default (including claims arising in contract, tort (including negligence), breach of statutory duty or arising in any other way out of the subject matter of the Agreement) shall have no limit.

11.9 TECHNIMOVE shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served written notice of the same upon TECHNIMOVE within 28 calendar days of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware by the exercise of reasonable diligence. TECHNIMOVE shall in any event be discharged from all liability whatsoever and howsoever arising in respect of any Event of Default unless legal proceedings are issued and served within 1 year of the date the Customer became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware by the exercise of reasonable diligence.

11.10 The Customer hereby agrees to afford TECHNIMOVE not less than 60 days in which to remedy any Event of Default which is capable of remedy.

11.11 Nothing in this Clause 11 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

11.12 Each exclusion and limitation in these Terms and Conditions exists separately and cumulatively.

12. Term

12.1 The Agreement shall be effective as of the Commencement Date and shall continue in effect until the Services have been completed unless terminated earlier as provided in these Terms and Conditions or unless renewed or otherwise extended by mutual written agreement between the parties.

13. Termination

13.1 Without prejudice to any other provision contained within these Terms and Conditions or of the Agreement, TECHNIMOVE may terminate the Agreement by notice in writing in any of the following events:

13.1.1 the Customer commits a material breach of the Agreement which is incapable of remedy; or

13.1.2 the Customer commits a material breach of the Agreement which is capable of remedy but which the Customer fails to remedy within 14 calendar days of written notice by TECHNIMOVE specifying the breach and requiring its remedy.

13.2 TECHNIMOVE and the Customer may by notice in writing to the other terminate the

Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction), if a court shall make an order to that effect, if the other party shall enter into a composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach of the Agreement which is incapable of remedy.

14. Consequences of Termination

14.1 Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either TECHNIMOVE or the Customer arising out of the Agreement.

15. Fair and Reasonable

15.1 The Customer acknowledges that the provisions of these Terms and Conditions are essential to protect the legitimate commercial and business interests of TECHNIMOVE and that they are fair and reasonable having regard to the level of the Charges.

16. Notices

16.1 Any notice pursuant to the Agreement shall be in writing, shall be delivered personally, sent by prepaid delivery, by facsimile transmission or e-mail to the party due to receive such notice at the address or number of the party as notified when entering into the Agreement or to such other address or number as shall be notified in writing to the other party to the Agreement from time to time.

16.2 Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid delivery shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after posting. In proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly posted.

16.3 Any notice sent by facsimile transmission or e-mail shall be deemed to have been received upon on the next day after transmission.

17. Waiver

17.1 The rights and remedies of either party under the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the other party nor any failure or delay by the other party in asserting or exercising any such rights or remedies.

18. Severance

18.1 If at any time one or more clause, paragraph, subparagraph or any other part of the Agreement or these Terms and Conditions is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted and the validity and/or enforceability of the remaining provisions of the Agreement or these Terms and Conditions shall not in any way be affected or impaired thereby.

18.2 If any invalid, unenforceable or illegal provision of the Agreement or these Terms and Conditions would be valid, enforceable and legal if some part of it were amended or deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Variation

19.1 Subject to Clause 19.2, no variation in the provisions of the Agreement or the scope of the Services shall be of any effect unless made in writing and signed on behalf of the Customer

and TECHNIMOVE.

19.2 These Terms and Conditions may be revised by TECHNIMOVE from time to time. Any such revision shall not become effective until after the expiry of 21 calendar days from the date notice of the proposed revision is given to the Customer.

20. Set-off

20.1 All payments due from the Customer shall be made without any set-off, deduction or deferment of any nature regardless of any dispute which the Customer has or alleges it has against TECHNIMOVE.

20.2 TECHNIMOVE may set-off any sum it may owe to the Customer against any sum the Customer may owe to it.

21. Force Majeure and Exclusion of Liability

21.1 In the event that either party is prevented from fulfilling its obligations under the Agreement by reason of any supervening event beyond its reasonable control including but not limited to Act of God, war, national emergency, civil disturbance, extensive disruption of public services, flood, earthquake, strike or lockout, mechanical breakdown in respect of any TECHNIMOVE vehicle, impedance by any road traffic congestion, adverse weather conditions, subject to Clause 21.2, the party shall not be deemed to be in breach of its obligations under the Agreement. The party shall promptly give written notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

21.2 Clause 21.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

22. Acceptance

22.1 The Customer accepts these Terms and Conditions by signing below, by accepting them electronically (including by electronic mail), by accepting them in writing and/or by accepting supply of the Services following these Terms and Conditions having been brought to the Customer's reasonable attention. In the event of signature of these Terms and Conditions, facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format) and electronic signatures shall be deemed to be original signatures.

23. Contracts (Rights of Third Parties) Act 1999

23.1 No term of these Terms and Conditions is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.

24. Law and Jurisdiction

24.1 These Terms and Conditions and the Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning them or their interpretation shall be adjudicated in that jurisdiction.

AGREED by the Customer through their authorised signatory

For and on behalf of the Customer

Signature:

Name of the Customer:

Name of signatory:

Job title:

Date:

Business address:

Fax number:

E-mail: