



Britannic Technologies Standard Terms and Conditions

1. INTERPRETATION

1.1 "AUTHORISED REPRESENTATIVE" means (a) in relation to BRITANNIC, any appointed manager or director; and (b) in relation to the CUSTOMER, any person signing the CONTRACT or communicating with BRITANNIC regarding a CONTRACT on the CUSTOMER's behalf.

"BRITANNIC" means BRITANNIC Technologies Ltd of Britannic House, Merrow Business Park, Guildford, Surrey, GU4 7WA Registered Number 2097097.

"BRITANNIC WEBSITE" means www.btl.net.co.uk.

"BUSINESS DAY" means any Monday to Friday excluding English public, bank and statutory holidays.

"CHARGES" means all charges and amounts payable for particular GOODS or SERVICES as set out in a CONTRACT, together with any other monies owing under the CONTRACT.

"COMPANY" is a registered company in England and Wales or Scotland or the equivalent recognised body within the country or countries where the contract was signed.

"CONDITIONS" means these standard general terms and conditions of sale and supply, as modified from time to time.

"CONFIDENTIAL INFORMATION" has the meaning given to it in Clause 14.1.

"CONTRACT" means these CONDITIONS, the applicable PRODUCT SCHEDULE(s) for the GOODS and/or SERVICES ordered by the CUSTOMER and the CUSTOMER ORDER (including any special conditions on such CUSTOMER ORDER).

"CONTRACT TERM" means the INITIAL TERM of the CONTRACT together with any subsequent renewal terms in accordance with Clause 3.2.

"CUSTOMER" means the COMPANY, PARTNERSHIP or other legal entity specified on a CUSTOMER ORDER.

"CUSTOMER ORDER" means a written request by the CUSTOMER for GOODS and/or SERVICES submitted on an ORDER FORM and accepted by BRITANNIC in accordance with and subject to these CONDITIONS.

"CUSTOMER SITE" means the location(s) owned or occupied by the CUSTOMER or its end-users to which GOODS and/or SERVICES will be delivered by BRITANNIC.

"EQUIPMENT" means any equipment, device, software or other tangible material owned by BRITANNIC or its SUPPLIERS and supplied by BRITANNIC to the CUSTOMER for use as part of a SERVICE or under any CONTRACT.

"EVENT OF INSOLVENCY" shall mean in relation to a party: (a) a liquidator, provisional liquidator, receiver, administrative receiver, administrator or similar officer is appointed over any of the assets or business of that party; (b) any reorganisation, moratorium or other administration with or for the benefit of that party's creditors generally or any class of its creditors; (d) that party adopts a resolution or proposes to adopt a resolution to wind itself up or becomes unable to pay its debts as and when they fall due or become deemed to become unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986; (e) any similar or analogous event happens under the national, state or local laws of any other country.

"FORCE MAJEURE EVENT" means any cause beyond a party's reasonable control, including (but not limited to):

(a) acts of God or nature, explosion, flood, tempest, other atmospheric conditions, fire or any accident; (b) war, threat of war, terrorist acts or threat of terrorist acts, sabotage, insurrection, civil disturbance or requisition; (c) acts, restrictions, regulations, byelaws, prohibitions, orders or measures of any kind on the part of any REGULATOR, governmental, parliamentary, local, judicial or equivalent authority; (d) failure of any telecommunications network not under the control of BRITANNIC; (e) import or export regulations or embargoes; (f) strikes, lock-outs or other industrial actions or trade disputes (whether involving its employees or those of a third party).

"GO-LIVE DATE" in relation to a CONTRACT means the earlier of the date on which BRITANNIC notifies the CUSTOMER that the GOODS and/or SERVICES to be provided under that CONTRACT are ready and the date on which the CUSTOMER first uses such GOODS or SERVICES.

"GOODS" means such hardware or other product specified in a CUSTOMER ORDER which BRITANNIC has agreed to sell to the CUSTOMER in accordance with a CONTRACT.

"INITIAL TERM" means the initial term of a CONTRACT as specified in the CUSTOMER ORDER, as calculated from the GO-LIVE DATE.

"MARKS" has the meaning given to it in Clause 14.3.

"NETWORK PROVIDER" means British Telecommunications plc or any other provider of network or communications services which is relevant to performance of a CONTRACT, whether provided directly or indirectly to BRITANNIC, the CUSTOMER or otherwise.

"ORDER FORM" means a BRITANNIC-approved order form.

"PARTNERSHIP" is a partnership in England and Wales or Scotland, or the equivalent recognised body within the country or countries where the contract was signed.

"PRODUCT SCHEDULE" means the additional terms and conditions for the provision of specific GOODS and/or SERVICES ordered by the CUSTOMER as referred to in a CUSTOMER ORDER.

"REGULATOR" means OFCOM, ICSTIS, the Office of the Information Commissioner and/or any other applicable regulatory and/or law enforcement body in any territory worldwide.

"SERVICES" means such services (whether installation, software development, project management, consultancy, support services (including repair, replacement, alteration or removal), network services, managed services or other services) specified in a CUSTOMER ORDER which BRITANNIC has agreed to supply in accordance with a CONTRACT.

"SUPPLIER" means a third party licensor or supplier to BRITANNIC in connection with any GOODS or SERVICES to be provided to the CUSTOMER under any CONTRACT.

"TAXES" means any tax, surcharge, fee, duty, VAT (or other sales tax), excise or similar charge or liability, at the then-prevailing rate including without limitation any import tax and duties if GOODS or EQUIPMENT are to be supplied outside the United Kingdom.

"WORKING HOURS" means 9am to 5pm on any BUSINESS DAY.

"WRITING" means by e-mail sent by an AUTHORISED REPRESENTATIVE of BRITANNIC or by fax, letter or other comparable means of communication.

"YEAR" means a period of 12 (twelve) months commencing from the GO-LIVE DATE or any anniversary of that date.

1.2 Any reference to a "STATUTE" shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

2. BASIS OF CONTRACT

2.1 If the CUSTOMER requires any GOODS and/or SERVICES, it shall submit an ORDER FORM requesting such GOODS / SERVICES and BRITANNIC shall notify the CUSTOMER whether it accepts such ORDER FORM. On counter-signature of the ORDER FORM by BRITANNIC, the CUSTOMER ORDER shall take effect as a binding CONTRACT between BRITANNIC and the CUSTOMER. Each CUSTOMER ORDER so formed shall constitute a separate CONTRACT subject at all times to these CONDITIONS.

2.2 BRITANNIC shall provide and the CUSTOMER shall accept GOODS and SERVICES in accordance with the CUSTOMER ORDER for the CONTRACT TERM, subject at all times to these CONDITIONS. These CONDITIONS shall govern the CONTRACT.

2.3 No variation to these CONDITIONS shall be binding unless agreed in writing and signed on behalf of the CUSTOMER and BRITANNIC by AUTHORISED REPRESENTATIVES.

2.4 BRITANNIC's employees or agents are not authorised to make any representations concerning any GOODS or SERVICES unless confirmed by BRITANNIC in WRITING by an authorised representative. In entering into the CONTRACT the CUSTOMER acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

2.5 Any advice or recommendation given by BRITANNIC or its employees or agents to the CUSTOMER, use of or otherwise in relation to the GOODS and SERVICES which is not confirmed in WRITING by BRITANNIC is followed or acted upon entirely at the CUSTOMER's own risk and accordingly BRITANNIC shall not be liable for any such advice or recommendation not so confirmed.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, CUSTOMER ORDER, invoice or other document or information issued by BRITANNIC shall be subject to correction without any liability on the part of BRITANNIC.

3. DURATION

3.1 These CONDITIONS shall remain in force for the duration of any CONTRACT TERM.

3.2 The INITIAL TERM for any CONTRACT shall commence on the GO-LIVE DATE. On expiry of such INITIAL TERM, the CONTRACT shall automatically renew for successive one (1) year periods unless and until terminated by either party on at least 42 (forty-two) days' notice, such notice to have effect on expiry of the INITIAL TERM or any renewal term (as applicable).

4. ORDERS AND SPECIFICATIONS

4.1 No order submitted by the CUSTOMER shall be deemed to be accepted by BRITANNIC unless and until confirmed in WRITING by BRITANNIC's AUTHORISED REPRESENTATIVE.

4.2 The CUSTOMER shall be responsible to BRITANNIC for insuring the completeness and accuracy of the terms of any order (including any applicable specification) submitted by the CUSTOMER, and for giving BRITANNIC any necessary information relating to the GOODS and SERVICES within sufficient time to enable BRITANNIC to perform the CONTRACT in accordance with its terms.

4.3 The quantity, quality, description and any specification for the GOODS and SERVICES shall be those set out in the CUSTOMER ORDER.

4.4 If the GOODS and SERVICES are to be manufactured, modified or any process is to be applied to them by BRITANNIC in accordance with the specification submitted by the CUSTOMER, the CUSTOMER shall indemnify BRITANNIC against all loss, damages, costs and expenses awarded against or incurred by BRITANNIC in connection with or paid or agreed to be paid by BRITANNIC in settlement of any claim for infringement of any patent, copyright design, trademark or other industrial or intellectual property rights or other rights of any

third party which arises in connection with BRITANNIC's use of the CUSTOMER'S specification.

4.5 BRITANNIC reserves the right to make any changes in the specification of the GOODS and SERVICES which are required to conform to any applicable safety or other statutory requirements or, where the GOODS and SERVICES are to be supplied to BRITANNIC's specification, which do not materially affect their quality or performance.

4.6 If at any time the CUSTOMER desires additional SERVICES or additional GOODS from BRITANNIC then the CUSTOMER shall provide BRITANNIC with full written particulars of its requirements and with such further information as BRITANNIC may reasonably request in order to enable BRITANNIC to produce a written quotation. Any quotation given by BRITANNIC for additional GOODS or SERVICES shall be valid for a period of 30 Business Days, provided BRITANNIC has not previously withdrawn such quotation. Upon acceptance of the quotation and placement of order BRITANNIC will and the CUSTOMER will agree a delivery date. Should the delivery date be postponed by the CUSTOMER within less than 5 working days of the delivery date, the CUSTOMER will incur a Cancellation Charge equal to 50% of the Purchase Order for all impacted professional service costs, these being engineering, project management and training.

5. DELIVERY/INSTALLATION

5.1 BRITANNIC and/or its appointed servants, agents, contractors will, at the CUSTOMER's expense, install GOODS and provide SERVICES as specified at the CUSTOMER SITE or such address as may be agreed in WRITING by the CUSTOMER and BRITANNIC.

5.2 BRITANNIC will use reasonable endeavours to meet any quoted delivery or installation dates in performance of the CONTRACT, but shall not be liable for any delay in or failure to meet such dates howsoever caused. Upon giving reasonable notice to the CUSTOMER, BRITANNIC may with the CUSTOMER's agreement (not to be reasonably withheld) be entitled to deliver the GOODS or SERVICES in advance of quoted delivery or installation dates.

5.3 The CUSTOMER shall obtain and pay for any equipment, wiring, licenses, permits, wayleaves, consents, permissions or certificates from any third party necessary for the installation of the GOODS and supply of SERVICES and if applicable the subsequent connection or otherwise to an external NETWORK PROVIDER.

5.4 If BRITANNIC fails to deliver the GOODS and SERVICES for any reason other than any cause beyond BRITANNIC's reasonable control or the CUSTOMER's fault and BRITANNIC is liable to the CUSTOMER under the CONTRACT, BRITANNIC's liability shall be limited to the excess (if any) of the cost to the CUSTOMER (in the cheapest available market) of similar GOODS to replace those not delivered over the price of the GOODS and SERVICES.

5.5 If the CUSTOMER fails to allow delivery or installation of the GOODS and SERVICES or fails to give BRITANNIC adequate instructions at the time stated for delivery or installation of GOODS or SERVICES (whether at the CUSTOMER SITE or otherwise) except by reason of

the CUSTOMER undergoing a FORCE MAJEURE EVENT or a breach of CONTRACT by BRITANNIC then without prejudice to any other rights or remedies available to BRITANNIC, BRITANNIC may at its option: (a) store the GOODS or relevant EQUIPMENT until actual delivery or installation and charge the CUSTOMER for the reasonable costs (including insurance) of storage; (b) sell the GOODS at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the CUSTOMER for the excess over any amounts then due to BRITANNIC from the CUSTOMER (whether under the CONTRACT or otherwise) or charge the CUSTOMER for any shortfall below that overdue amount; (c) reasonably charge the CUSTOMER for any wasted time and expenditure; and (d) in any event the CUSTOMER shall pay all CHARGES from and after the date that BRITANNIC is otherwise ready to deliver the GOODS and/or SERVICES.

5.6 The CUSTOMER shall not be entitled to return any GOODS without BRITANNIC's prior written consent and in any event at the CUSTOMER's expense. A restocking charge may also apply at BRITANNIC's discretion.

5.7 BRITANNIC may assist the CUSTOMER in obtaining finance to purchase the GOODS and SERVICES but the CONTRACT shall not be conditional upon the CUSTOMER obtaining finance.

6. PAYMENT

6.1 The CHARGES shall be as stated in the CONTRACT.

6.2 CHARGES are stated exclusive of any applicable TAXES which the CUSTOMER shall be additionally liable to pay to BRITANNIC.

6.3 Subject to Clause 6.4, the CUSTOMER shall be liable for all CHARGES from the GO-LIVE DATE. The CUSTOMER will be invoiced, on a pro-rata basis where applicable: (a) monthly in advance for the recurring portion of the CHARGES and (b) monthly in arrears (or within a reasonable timescale) for any other CHARGES. The non-recurring CHARGES set out on the CUSTOMER ORDER shall be payable on the GO-LIVE DATE and any other non-recurring CHARGES will be invoiced during the month in which they were incurred. All CHARGES shall be due upon the CUSTOMER's receipt of the invoice and payable within 7 (seven) days of the invoice date. Payment shall be made without deduction, set-off or counterclaim except (and to the extent that) the CUSTOMER has a valid court order entitling it to do so.

6.4 If the CUSTOMER is purchasing GOODS and SERVICES outright or any such purchase is being funded on behalf of the CUSTOMER by a third party leasing company not arranged by BRITANNIC, or in any other circumstances that may be agreed between BRITANNIC and the CUSTOMER, the CUSTOMER shall within 7 (seven) days, of signing the relevant CUSTOMER ORDER pay a deposit sum equal to 40% of the total CHARGES as set out in the CUSTOMER ORDER (100% for Network/Managed Services implementation charges) and a further 50% will be due within 7 (seven) days of initial delivery of the relevant GOODS / SERVICES under the CONTRACT (0% for Network/Managed Services implementation charges). The balance of the CHARGES shall become due 7 (seven) days after completion of delivery or (if later) installation of the applicable GOODS / SERVICES. If the GOODS are to be subject to a leasing

arrangement arranged by BRITANNIC then the CUSTOMER shall pay BRITANNIC the equivalent of the first quarter leasing payment as way of a deposit. The CUSTOMER undertakes to authorise the leasing company to release the full payment of funds to BRITANNIC within 7 (seven) days of the delivery of the GOODS. A deposit of the sum of the first 3 months fixed payments to BRITANNIC under a Master Services/Network Services Agreement shall be invoiced to the CUSTOMER by BRITANNIC on receipt of the CUSTOMER order. This deposit will be refunded by BRITANNIC to the CUSTOMER at the end of the initial term of the contract on the assumption that the account is up to date.

6.5 Where BRITANNIC agrees to deliver the GOODS otherwise than at BRITANNIC's premises the CUSTOMER shall be liable to pay BRITANNIC's charges for transport, packaging and insurance.

6.6 Time of payment of CHARGES is of the essence of the CONTRACT. Receipts of payment will be issued only upon request.

6.7 If payment is not made in accordance with this CONTRACT, BRITANNIC may without prejudice to any rights under these CONDITIONS charge interest on the outstanding sum at the rate of 8% (eight per cent) above the base lending rate of Lloyds TSB Bank plc from time to time for the period beginning on the date payment is due until the date payment is actually made. BRITANNIC shall also be entitled to compensation from the CUSTOMER for its debt recovery costs up to the maximum amount allowed by law from time to time.

6.8 If the CUSTOMER fails to make any payment in the due date and without prejudice to any other right or remedy available to BRITANNIC, BRITANNIC shall be entitled to appropriate any payment made by the CUSTOMER in regards to the GOODS and SERVICES or GOODS and SERVICES supplied under any other CONTRACT between the CUSTOMER and BRITANNIC as BRITANNIC may think fit notwithstanding any purported appropriation by CUSTOMER.

6.9 The CUSTOMER may, acting in good faith, dispute any portion of an invoice provided that the CUSTOMER: (a) pays the full undisputed portion of the invoice by the due date; (b) provides BRITANNIC with a written statement and supporting documentation regarding the dispute within 30 (thirty) days from the date of the relevant invoice and (c) negotiates in good faith with BRITANNIC to resolve the dispute. If the dispute has not been resolved within 30 (thirty) days from the CUSTOMER's original written claim then either party may pursue its rights or remedies in the manner set out in this CONTRACT.

6.10 All regular monthly CUSTOMER payments for SERVICES must be made by monthly direct debit. If CUSTOMER payments for these SERVICES are not made by direct debit then the invoiced cost of these services may be increased by 5%. In addition, we reserve the right to apply a £25 per month administration charge.

7. CHARGES

7.1 BRITANNIC reserves the right by giving notice to the CUSTOMER at any time before delivery to increase the CHARGES to reflect any increase in the cost to BRITANNIC which is

due to any factor beyond the control of BRITANNIC such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in cost of labour, materials or other costs of manufacturing any change in delivery dates, quantities or specifications for the GOODS and SERVICES which is requested by the CUSTOMER, or any delay caused by any instructions of the CUSTOMER or failure of the CUSTOMER to give BRITANNIC adequate information or instructions.

7.2 BRITANNIC may change the level of its CHARGES after giving the CUSTOMER at least 30 (thirty) days' prior written notice of its intention to do so. This notice may be included in an invoice to the CUSTOMER. If BRITANNIC increases the CHARGES by more than the then-current Retail Price Index or Customer Price Index (whichever is higher) as published by the Office for National Statistics (or anybody that may replace it), the CUSTOMER may terminate the Agreement by giving BRITANNIC at least 42 (forty two) days' written notice, such notice to be served within 10 (ten) days of the date of the notice of increase, without the obligation to pay cancellation charges.

7.3 In respect of services BRITANNIC may also change the level of its CHARGES during or after the INITIAL TERM, retrospectively as well as prospectively, as a consequence of (a) any REGULATOR's direction, determination, order or similar decision and/or (b) any notice issued by the NETWORK PROVIDER correcting an error in the amount or application of a charge or payment under its interconnect agreement with BRITANNIC. In both cases, BRITANNIC shall only be entitled to change the level of its CHARGES where the foregoing impacts upon the basis upon which the CHARGES were calculated.

7.4 The CUSTOMER acknowledges that in the event of any dispute on CHARGES relating to usage or availability, BRITANNIC's records on such usage or availability (including without limitation of details logged or recorded on its billing platform) shall be presumed to be accurate unless proved otherwise by an independent auditor.

7.5 The CUSTOMER will be responsible for all CHARGES incurred in respect of GOODS / SERVICES even if such CHARGES were incurred through, or as a result of, fraudulent or unauthorised use of such GOODS / SERVICES. BRITANNIC may, but is not obliged to, detect unauthorised or fraudulent use.

7.6 BRITANNIC may at any time, if the CUSTOMER has defaulted on payments under a CONTRACT, if the CUSTOMER's credit rating decreases at any time or if BRITANNIC otherwise reasonably believes that the financial situation of the CUSTOMER may adversely affect the CUSTOMER's ability to pay the CHARGES during the CONTRACT TERM: (a) require the CUSTOMER to make payment in advance for the GOODS / SERVICES, up to a maximum of 3 (three) months' recurring CHARGES. The CUSTOMER shall provide such requested payment within 10 (ten) BUSINESS DAYS of the request and BRITANNIC shall not be required to deliver or continue to deliver any GOODS / SERVICES until such security has been obtained; and/or (b) revise the payment terms for future invoices to less than 30 (thirty) days on written notice to the CUSTOMER.

7.7 CHARGES shall continue to be payable during any period of suspension or restriction requested by the CUSTOMER or imposed in accordance with these CONDITIONS, in addition to any CHARGES payable due to such suspension or restriction.

7.8 If BRITANNIC agrees to fix a fault that is caused by the CUSTOMER or that otherwise falls outside the responsibility of BRITANNIC or where no fault is found, BRITANNIC may charge the CUSTOMER for any work that BRITANNIC has undertaken at its applicable man-hour rate.

7.9 The CUSTOMER shall pay any cancellation charges, abortive visit charges, engineering visit or site survey charges, or support service charges imposed on BRITANNIC by any NETWORK PROVIDER or other third party provider relating to the GOODS or SERVICES, save where such abortive visit or service support charges arise through BRITANNIC's breach of CONTRACT.

7.10 Where BRITANNIC agrees to do work outside a BUSINESS DAY at the request of the CUSTOMER, BRITANNIC may charge the CUSTOMER in accordance with BRITANNIC's applicable man-hour rate.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the GOODS shall pass to the CUSTOMER at the point of: (a) BRITANNIC notifying the CUSTOMER that the GOODS are available for collection; or (b) in the case of GOODS to be delivered or installed otherwise than at BRITANNIC's premises: (i) at the time of such delivery or installation; or (ii) if the CUSTOMER fails to allow delivery or installation in accordance with these CONDITIONS, then at the time when BRITANNIC has attempted such delivery or installation.

8.2 Notwithstanding delivery or installation and the passing of risk in the GOODS or any other provision of these CONDITIONS, property in the GOODS shall not pass to the CUSTOMER until BRITANNIC has received in cash or clear funds payment in full of the price of the GOODS and all other GOODS and SERVICES agreed to be supplied by BRITANNIC to the CUSTOMER under any contract for which payment is then due.

8.3 Without prejudice to the generality of Clause 8.2, in the event that BRITANNIC allows the CUSTOMER credit terms or terms upon which the CUSTOMER can pay the price by instalments, property in the GOODS shall not pass to the CUSTOMER until the final instalment of the purchase price has been made to BRITANNIC.

8.4 Until property in GOODS passes from BRITANNIC to the CUSTOMER: (a) the CUSTOMER shall hold the GOODS as BRITANNIC's fiduciary agent and bailee and shall keep the GOODS separate from those of the CUSTOMER and third parties and properly stored, protected and insured and identified as BRITANNIC's property. (b) BRITANNIC shall be entitled at any time to require the CUSTOMER to deliver up the GOODS to BRITANNIC and, if the CUSTOMER fails to do forthwith, to enter upon any premises of the CUSTOMER or any third party where the GOODS are stored and repossess the GOODS; and (c) the CUSTOMER shall not to be entitled to pledge or in any way charge by the way of security for any indebtedness any of

the GOODS. However, if the CUSTOMER purports to do so in breach of these CONDITIONS, all monies owing by the CUSTOMER to BRITANNIC under any contract shall (without prejudice to any other right or remedy of BRITANNIC) forthwith become due and payable.

9. CUSTOMER OBLIGATIONS

9.1 The CUSTOMER shall:

(a) provide such co-operation to BRITANNIC as BRITANNIC may reasonably require in order to perform its obligations under the CONTRACT. This includes, without limitation, providing BRITANNIC and its agents or representatives access to the CUSTOMER SITES to the extent reasonably required to provide, install, connect, inspect, maintain, repair and/or remove the GOODS and/or SERVICES (as applicable).

(b) obtain all necessary permissions, licences and consents from third parties necessary to allow BRITANNIC such access.

(c) obtain any consent or facility that is necessary or desirable for BRITANNIC to supply the GOODS and SERVICES to the CUSTOMER SITE.

(d) at its own cost ensure that each CUSTOMER SITE is a proper environment for the housing of GOODS and EQUIPMENT and to receive the SERVICES, and shall comply with any conditions notified by BRITANNIC to it in this regard from time to time. The CUSTOMER shall reinstate the CUSTOMER SITES at its own cost after BRITANNIC has completed any work necessary for performance of a CONTRACT.

(e) comply with all laws and regulations regarding the working conditions on the CUSTOMER SITE.

(f) keep all of BRITANNIC's EQUIPMENT (as notified to the customer) at the CUSTOMER SITE safe (such EQUIPMENT to be at the CUSTOMER's risk while at any CUSTOMER SITE) and shall pay for the replacement and/or repair of any of BRITANNIC's EQUIPMENT which is lost, damaged (otherwise than by fair wear and tear) or destroyed. The CUSTOMER shall not alter or move any of BRITANNIC's EQUIPMENT, nor do anything that is likely to damage or adversely affect its performance, nor remove or deface any words or signs on it, nor permit anyone else to do so. The CUSTOMER shall not sell, let, mortgage, charge, pledge, dispose of or do anything that would prejudice BRITANNIC's EQUIPMENT or the GOODS or SERVICES in any way. The CUSTOMER will allow BRITANNIC to inspect, test, modify, change, add to, replace or remove any EQUIPMENT, either remotely or via a designated maintainer.

(g) ensure that any equipment (excluding EQUIPMENT) that it uses in connection with the GOODS and SERVICES meets any legal or regulatory requirements and is approved for connection to such GOODS / SERVICES. If not, the CUSTOMER must immediately disconnect it or allow BRITANNIC to do so at the CUSTOMER's expense.

(h) obtain adequate Employer's Liability insurance, Public Liability Insurance and any other necessary policies for the protection of BRITANNIC's personnel and property (including any

EQUIPMENT) while at any CUSTOMER SITE, and provide BRITANNIC reasonable evidence of such insurance on request.

9.2 The CUSTOMER warrants that:

(a) it shall conduct its operations and use the SERVICES in a manner which does not interrupt, impair or interfere with the operations of any of the networks provided by BRITANNIC or any NETWORK PROVIDER or the use of that network by BRITANNIC, the NETWORK PROVIDER or other persons. The CUSTOMER shall comply at all times with any reasonable operating procedures and/or interconnection requirements of BRITANNIC and/or the NETWORK PROVIDER or the REGULATOR as may be notified to the CUSTOMER from time to time.

(b) it, and its end users, will not use any GOODS or SERVICES in any manner which: (i) infringes any applicable law, rule, regulation or other legal or regulatory requirement; (ii) is defamatory or which is otherwise an actionable statement; (iii) breaches BRITANNIC's acceptable use policy as available on BRITANNIC's WEBSITE from time to time or instructions which BRITANNIC and/or the NETWORK PROVIDER or the REGULATOR may give the CUSTOMER from time to time; (iv) infringes or contains any content which infringes the rights of others, including without limitation any copyright, patent, trade mark, trade secret, privacy or proprietary right; (v) stores, reproduces, transmits, communicates or receives any offending material; (vi) is fraudulent; (vii) is for the purpose of making offensive, indecent, menacing, nuisance or hoax calls; and/or (viii) otherwise results in any liability of BRITANNIC and/or the NETWORK PROVIDER.

(c) it has and shall maintain in force all necessary licences or consents required by any REGULATOR which are relevant to its use of any GOODS or SERVICES provided to it by BRITANNIC under a CONTRACT.

9.3 The CUSTOMER acknowledges that BRITANNIC does not monitor and will have no liability or responsibility for the content of any communications transmitted via or hosted by any Service, or in relation to the way in which the CUSTOMER or any of its end-users uses a Service. The CUSTOMER is responsible for implementing any desired security mechanisms in relation to the Service.

9.4 The CUSTOMER shall indemnify and hold BRITANNIC harmless from and against any claims, demands, actions, costs, liability or losses (including legal fees) arising out of (a) breach of CONTRACT by the CUSTOMER; (b) death, personal injury, loss of or damage to property sustained by any of BRITANNIC's employees and agents while visiting a CUSTOMER SITE; (c) the use of GOODS and SERVICES by the CUSTOMER and its end-users.

9.5 The CUSTOMER shall comply with all reasonable recommendations provided to it by BRITANNIC with a view to minimising the risk of fraud.

10 WARRANTIES AND DISCLAIMERS

10.1 Subject to the CONDITIONS set out below in Clauses 10 and 11 BRITANNIC warrants that:

(a) the GOODS will correspond in all material respects with their specification and will be free from material defects in quality for a period of twelve months from the date of their initial supply to the CUSTOMER; and

(b) BRITANNIC will exercise the skill and care of a reasonably competent provider of converged information communication services in carrying out its obligations under the CONTRACT.

10.2 While the SERVICES cannot be guaranteed to be fault free, BRITANNIC shall use reasonable endeavours to provide the same quality of service to the CUSTOMER as it provides from time to time to its customers generally.

10.3 BRITANNIC shall in no event be liable:

(a) in respect of any defect in the GOODS or SERVICES arising from any drawing design or specification supplied by the CUSTOMER.

(b) in respect of any defect arising from fair wear and tear, wilful damage negligence, abnormal working conditions, failure to follow BRITANNIC's instructions whether oral or in WRITING, misuse or alteration or repair of the GOODS or SERVICES without BRITANNIC's approval in WRITING.

(c) in respect of any failure or defective working of the GOODS or SERVICES due to any fault, failure or change in the electricity supply service and/or the external network carrier's equipment (including without limitation that of the NETWORK PROVIDER and/or other third party systems, network or equipment).

(d) in respect of parts, materials or equipment not manufactured by BRITANNIC or network services not provided directly by BRITANNIC. BRITANNIC will use reasonable endeavours to transfer to the CUSTOMER the benefit of any such warranty or guarantee in relation to any GOODS or EQUIPMENT and/or such service levels in relation to such SERVICES as is given by the manufacturer, supplier or NETWORK PROVIDER to BRITANNIC, and the CUSTOMER's rights and remedies in relation to such GOODS, EQUIPMENT or element of the SERVICES shall be limited to the terms of such manufacturer, supplier or NETWORK PROVIDER's warranty, service levels or guarantee.

(e) for failure to comply with its obligations under any CONTRACT if such failure is due to any act, omission or failure of the CUSTOMER or any third party.

10.4 Unless the CUSTOMER has entered into a CONTRACT for support services in relation to GOODS as well as a CONTRACT for the supply of such GOODS, any faulty GOODS should be returned at the CUSTOMER's cost to BRITANNIC for repair and then returned to the CUSTOMER.

10.5 BRITANNIC shall be under no liability under any warranties set out above (or any other warranty, condition or guarantee) if the total price for the relevant GOODS or SERVICES has not been paid by the due date for payment.

10.6 Subject to Clause 11.5 and except where expressly set out in the CONTRACT or where the GOODS and SERVICES are sold to a person dealing with a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute, common law or otherwise howsoever are excluded to the fullest extent permitted by applicable law.

11. Liability

11.1 Any claim by the CUSTOMER which is based on any defect in the quality or condition of the GOODS and SERVICES or their failure to correspond with the applicable specification provided in writing by an authorised representative of BRITANNIC as part of a CONTRACT shall be notified to BRITANNIC within 10 (ten) days in WRITING from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the CUSTOMER does not notify BRITANNIC accordingly, the CUSTOMER shall not be entitled to reject the GOODS and SERVICES and BRITANNIC shall have no liability for such defect or failure, and the CUSTOMER shall be bound to pay the price as if the GOODS and SERVICES had been delivered in accordance with the CONTRACT.

11.2 Where any valid claim in respect of any of the GOODS or SERVICES is notified to BRITANNIC in accordance with these CONDITIONS, BRITANNIC shall be entitled to replace such GOODS and/or re-perform such SERVICES (or the part in question) free of charge or, at BRITANNIC's sole discretion, refund to the CUSTOMER the price of such GOODS and/or SERVICES (or the applicable proportion of the CHARGES), and BRITANNIC shall have no further liability to the CUSTOMER.

11.3 Subject to Clause 11.5, BRITANNIC shall not be liable to the CUSTOMER by reason of any representation, or any implied warranty, condition or other term, or any duty, common law or under the expressed terms of the CONTRACT, for any loss of revenue, profit, goodwill, anticipated savings, data, wasted expenditure or pure economic loss of whatever nature or any indirect, incidental or consequential losses, liabilities or damages whatsoever arising from, or relating to the CONTRACT or the performance or non-performance of its obligations hereunder (irrespective of whether such losses, liabilities or damages are foreseeable or within the parties' reasonable contemplation).

11.4 Subject to Clauses 11.3 and 11.5, in any event, BRITANNIC's aggregate liability in connection with any CONTRACT during each YEAR (whether such liability arises in contract, tort, negligence or otherwise howsoever) through indemnification or otherwise, shall not exceed the total amount paid by the CUSTOMER to BRITANNIC under that CONTRACT during that YEAR.

11.5 BRITANNIC does not limit or exclude its liability for fraud or deceit, personal injury or death arising from its negligence, for breach of any condition as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or for any other liability that cannot validly be excluded or limited by law.

11.6 BRITANNIC shall have no liability to any of the CUSTOMER's customers and end-users in relation to the GOODS and SERVICES and any CONTRACT, and the CUSTOMER shall indemnify BRITANNIC for any and all costs, damages, liabilities and expenses arising out of or relating to any claim made by such party.

11.7 The CUSTOMER acknowledges that (a) the CONTRACT price reflects the level of liability undertaken by BRITANNIC as set out in Clause 11 and that if the exclusions and limitations contained in clause 11 were not to apply then BRITANNIC would not be willing to perform the CONTRACT for that price; and (b) the exclusions and limitations contained in Clause 11 are regarded by the CUSTOMER as reasonable and reflect the agreed balance of risk.

12. MODIFICATIONS

12.1 Due to BRITANNIC's policy of continuous product and service development it reserves the right to make changes to the GOODS and SERVICES without notice provided that this does not have any material adverse effect on the CUSTOMER.

12.2 BRITANNIC reserves the right to change the terms, specifications and/or conditions of a CONTRACT upon not less than 30 (thirty) days advance notice to the CUSTOMER other than where such changes are being made as a consequence of governmental or regulatory action, in which case BRITANNIC shall give as much notice as is practicable in the circumstances. If BRITANNIC makes a change in a manner materially adverse to the CUSTOMER then the CUSTOMER may cancel the applicable element of the relevant CONTRACT without penalty within 10 (ten) days of the change by providing written notice to BRITANNIC. Such cancellation shall take effect 30 (thirty) days from the date of the CUSTOMER's notice of cancellation. Otherwise, the CUSTOMER's continued use of such GOODS or SERVICES constitutes the CUSTOMER's acceptance of any changes. In the case of governmental or regulatory action, BRITANNIC shall also have the right to cancel or alter the terms and conditions of the CONTRACT if, in its reasonable judgment the action will make performance of the CONTRACT more expensive, difficult or substantially impaired. In the case of such action, BRITANNIC will also have the right to pass through to and invoice the CUSTOMER on a pro-rata basis for any new or increased TAXES or other charges imposed on or required to be collected by BRITANNIC by any governmental agency.

12.3 BRITANNIC shall have the right to modify a CONTRACT in accordance with these CONDITIONS by posting an updated version of the CONTRACT on the BRITANNIC WEBSITE and notifying the CUSTOMER accordingly by email sent to the CUSTOMER's main point of contact.

13. TERMINATION AND SUSPENSION

13.1 BRITANNIC may terminate the CONTRACT or, at BRITANNIC's discretion, cease or suspend the provision of GOODS and/or SERVICES whether under this CONTRACT or any other contract with the CUSTOMER, upon written notice to the CUSTOMER if: (a) the CUSTOMER fails to pay any CHARGES when due and does not cure the failure within 5 (five) days of a notice requiring payment; (b) the CUSTOMER's unpaid balance or use of the Service exceeds the CUSTOMER's credit limit (if any); (c) if the CUSTOMER commits a breach

of Clause 9.2; (d) the CUSTOMER commits a breach of the CONTRACT (other than a breach described in Clause 9.2), and does not cure such breach within 30 (thirty) days of written notice from BRITANNIC; (e) information supplied by the CUSTOMER to BRITANNIC in relation to the CONTRACT is a material misrepresentation or inaccuracy; (f) the CUSTOMER suffers or undergoes an EVENT OF INSOLVENCY or BRITANNIC reasonably suspects that the CUSTOMER may imminently undergo an EVENT OF INSOLVENCY; (g) where a CONTRACT is signed before BRITANNIC has completed its credit check of the CUSTOMER, and the CUSTOMER subsequently fails to pass BRITANNIC's credit policy; or (h) BRITANNIC is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority.

13.2 The CUSTOMER may terminate the CONTRACT without liability if: (a) BRITANNIC commits a material breach of the Agreement and, in the case of a breach capable of remedy has not cured such breach within 30 (thirty) days of receipt of written notice from the CUSTOMER setting out the details of the breach and requiring its remedy; or (b) BRITANNIC suffers or undergoes an EVENT OF INSOLVENCY.

13.3 For the purposes of this Clause 13, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.

13.4 The CUSTOMER may not cancel any CONTRACT before expiry of the CONTRACT TERM except if it is expressly permitted to do so under the terms of the CONTRACT. The CUSTOMER specifically acknowledges that the CONTRACT price is based on the agreed CONTRACT TERM and the CUSTOMER may have obtained favourable pricing terms on the basis of a long-term commitment. The CUSTOMER agrees that if it cancels a CONTRACT following CONTRACT signature but prior to the end of the CONTRACT TERM, then it shall pay BRITANNIC a cancellation charge equal to 100% of the then remaining CHARGES which would have been due to BRITANNIC for the remaining CONTRACT TERM on receipt of an invoice from BRITANNIC. Both parties acknowledge and agree that the above cancellation charges are a genuine pre-estimate of BRITANNIC's loss in the event that the CUSTOMER were to terminate a CONTRACT prior to the end of the CONTRACT TERM and that they are not intended as a penalty. The cancellation charges provided in this Clause 13.4 shall not apply if the CUSTOMER cancels a CONTRACT pursuant to Clause 7.2, 11.2 or 12.2.

13.5 BRITANNIC may, in its sole discretion and upon giving the CUSTOMER written notice, suspend, terminate or vary provision of the GOODS / SERVICES without liability (unless due to the default of BRITANNIC) for any period during which:

(a) BRITANNIC is required to do so in order to avoid a breach of the authorisation of BRITANNIC under the Communications Act 2003 (or any applicable legislation or legal requirements relevant to the performance of the CONTRACT), as amended from time to time;

(b) BRITANNIC is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from any REGULATOR, emergency services organisation or a competent administrative authority;

(c) BRITANNIC reasonably suspects or believes that the CUSTOMER is in breach of Clauses 9.2;

(d) the CUSTOMER fails to comply with measures imposed by BRITANNIC pursuant to Clause 7.6;

(e) BRITANNIC's contract with the NETWORK PROVIDER relating to the SERVICES is suspended, varied or terminated; or

(f) any licence from a REGULATOR which BRITANNIC requires to perform the CONTRACT is not granted on application or is revoked or amended (and not replaced by an equivalent licence or right) so that BRITANNIC is unable to perform the CONTRACT.

13.6 BRITANNIC may at any time suspend provision of the GOODS or SERVICES or any part of them, without liability:

(a) to vary the technical specification in order to comply with any relevant law or regulation or direction from a competent authority;

(b) to repair, maintain or improve the GOODS / SERVICES; or

(c) if required due to any alterations made to the underlying SERVICE or any routine or emergency maintenance of the underlying SERVICE by the NETWORK PROVIDER (including, without limitation, conversions, shifts, reconfigurations and renumbers) which may result in disruption. BRITANNIC will, during such suspension under this Clause 13.6, try to ensure that minimum disruption is caused to the GOODS or SERVICES.

13.7 If BRITANNIC has terminated or suspended a CONTRACT or a SERVICE in accordance with the CONTRACT due to any default of the CUSTOMER or any of its end-users, then the CUSTOMER agrees to pay BRITANNIC a reasonable reconnection fee if BRITANNIC agrees to re-activate the CONTRACT.

13.8 Termination of a CONTRACT shall be without prejudice to any other right or remedy of either party in accordance with this CONTRACT.

13.9 On termination of a CONTRACT (howsoever caused):

(a) where applicable, the communication service may be disconnected unless the CUSTOMER makes alternative arrangements with BRITANNIC;

(b) CHARGES for any GOODS and SERVICES that have been delivered but not paid shall become immediately due and payable; and

(c) the CUSTOMER will allow BRITANNIC access to collect any of BRITANNIC's EQUIPMENT in the CUSTOMER's possession, custody or control.

14. CONFIDENTIAL INFORMATION

14.1 The parties will keep in strict confidence all information (whether written, electronic or oral) of a confidential nature obtained (whether directly or indirectly) from the other party under or in connection with any CONTRACT ("CONFIDENTIAL INFORMATION"). Each party agrees not to disclose the other party's Confidential Information to any person (other than their employees who need to know the information for the purpose of the CONTRACT and who are under an equivalent duty of confidentiality) without the prior written consent of the other party. Each party shall: (a) use the other party's Confidential Information only for the performance of its obligations under the CONTRACT; (b) treat all Confidential Information of the other party in the same manner as it treats its own, but in no case with less than reasonable care; and (c) not make copies of the other party's Confidential Information.

14.2 Clause 14.1 will not apply to information which: (a) is publicly available other than through a breach of contract; (b) is lawfully in the possession of the recipient before disclosure by the other party and is not otherwise subject to a confidentiality undertaking; (c) is obtained through a third party who is free to disclose it; or (d) is required by law to be disclosed (and then, to the extent legally permissible, only after reasonable advance notice to the disclosing party).

14.3 Neither party may use the other party's trademarks, service marks or trade names ("MARKS") or otherwise refer to the other party without the prior written consent of the other party, which consent shall not be unreasonably withheld, in the case of marketing, promotional or advertising materials or activities. Each party's MARKS are proprietary to such party and nothing in the CONTRACT constitutes the grant of a general licence for their use. Upon termination of all CONTRACTS or delivery of written notice by a party, all rights of the other party to use such party's MARKS shall expire.

15. SOFTWARE

15.1 All intellectual property rights in the GOODS / SERVICES and in any documents, software or other materials provided by BRITANNIC to the CUSTOMER shall vest and remain vested in BRITANNIC (or its third party licensors). The CUSTOMER will have a non-exclusive, non-transferable, revocable licence to use such materials solely for its internal use to the extent necessary to receive the GOODS / SERVICES for the duration of the applicable CONTRACT TERM. Such licence shall not entitle the CUSTOMER to claim title to, or any ownership interest in, the materials (or any derivations or improvements thereto) and the CUSTOMER will execute any documentation reasonably required by BRITANNIC to document BRITANNIC's (or its third party licensor's) existing and continued ownership of such rights.

15.2 If BRITANNIC provides the CUSTOMER with any software under a CONTRACT, the terms of the licence set out in Clause 15.1 apply. In addition the CUSTOMER agrees in relation to any such software that it is only entitled to use the software in object code form. The CUSTOMER will not and will not permit others to: (a) copy such software except as permitted by BRITANNIC or as reasonably required for back-up purposes; (b) reverse engineer, decompile or disassemble such software save to the extent that it cannot be prohibited by doing so under applicable law; (c) sell, lease, licence or sub licence such

software; d) create, write or develop any derivative software or any other software program based on such software or any Confidential Information of BRITANNIC; (e) merge or include such software with or in any other software; or (f) take any action prohibited by the owner of such software.

15.3 If the CUSTOMER wishes to obtain information necessary to create an independent program which can be operated with any such software, the CUSTOMER shall be entitled to request such information from BRITANNIC. BRITANNIC will if possible following such request promptly provide details of the terms on which such information will be made available.

15.4 The CUSTOMER acknowledges that notwithstanding the express terms of this Clause 15, where BRITANNIC provides the CUSTOMER with third party proprietary software and/or open source software as part of any GOODS or SERVICES, then different or additional terms and conditions may apply in relation to such software.

16. GENERAL

16.1 Assignment. The CUSTOMER may not assign or otherwise transfer (including, without limitation, a transfer due to a change in control of the CUSTOMER) any of its rights under the CONTRACT without the prior written consent of BRITANNIC, which shall not be unreasonably withheld. No permitted assignment or transfer shall relieve the CUSTOMER of its obligations hereunder and vice versa.

16.2 Notices. All notices or other communications under the CONTRACT (including without limitation any notices of breach or termination) shall be delivered in writing in one of the ways set out in this Clause 16.2. and in the absence of evidence of earlier delivery shall be deemed to have been delivered: (a) on the delivery date if delivered by hand; or (b) 3 (three) days after deposit in the mail by registered post. Notices sent to the CUSTOMER will be delivered to the CUSTOMER's address set out on the first accepted CUSTOMER ORDER. Notices to BRITANNIC shall be sent as follows, marked for the attention of the Sales Director, with a copy to the relevant BRITANNIC Account Manager: Britannic Technologies, Britannic House, Merrow Business Park, Guildford Surrey GU4 7WA

16.3 Data Protection. In the course of a CONTRACT, the CUSTOMER may transfer Personal Data to BRITANNIC for BRITANNIC to Process (whether for the purposes of performing a CONTRACT, credit checking, debt collection (including disclosure to and use by third parties acting for BRITANNIC) or other legitimate purposes). Where Personal Data is Processed in the course of performance of a CONTRACT, the parties intend that the CUSTOMER will be the Data Controller and BRITANNIC will be a Data Processor in relation to such Personal Data. The CUSTOMER will ensure that it is entitled to transfer such Personal Data to BRITANNIC to lawfully allow BRITANNIC to process the Personal Data in accordance with this CONTRACT. BRITANNIC agrees that it shall only process such Personal Data received from the CUSTOMER as may be reasonably necessary for the purposes of the CONTRACT and as set out in BRITANNIC's privacy policy available on the BRITANNIC WEBSITE from time to time. Without limitation, BRITANNIC may disclose such information to the extent required to do so by any REGULATOR, the law or any relevant authority. BRITANNIC further agrees to take appropriate technical and organisational measures, having regard to the state of

technological development, the cost of implementing any measures and the nature of the Personal Data to be protected, to protect such Personal Data from unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, such Personal Data. Capitalised terms used in this clause and not defined elsewhere in the CONTRACT shall have the meanings given in the Data Protection Act 1998 (as may be amended from time to time).

16.4 Force Majeure. BRITANNIC shall not be liable to the CUSTOMER or be deemed to be in breach of the CONTRACT by reason of any delay in performing, or any failure to perform any of BRITANNIC's obligations under a CONTRACT if the delay or failure was due to a FORCE MAJEURE EVENT.

16.5 Law. The laws of England and Wales shall govern the CONTRACT.

16.6 Dispute Resolution. Any dispute or difference which may arise between BRITANNIC and the CUSTOMER shall initially be handled by each party's account manager. If no resolution is reached, then for disputes relating to £5000 or more, such disputes shall be finally resolved by arbitration under the UNCITRAL Rules in force at the date of this agreement. It is agreed that: (a) the tribunal shall consist of one arbitrator (who is to be a practising barrister); (b) if the parties do not agree upon the arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London; (c) the seat of the arbitration shall be London; and (d) the language of the arbitration shall be English. For all other disputes, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. Nothing shall preclude either party's right to go to such courts to seek emergency or injunctive relief.

16.7 Entire Understanding. The CONTRACT sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter of the CONTRACT. The parties acknowledge that: (a) they have not entered into the CONTRACT in reliance of any representations, terms or other assurances not expressly set out in the CONTRACT; (b) their sole remedies in relation to the CONTRACT are those for breach of contract; and (c) that this Clause 16.7 does not apply in respect of any fraudulent representations or other assurances.

16.8 Modifications. Except as expressly provided by these CONDITIONS or any applicable PRODUCT SCHEDULE, the CONTRACT may only be amended or modified by a written document signed by both parties.

16.9 Precedence. If there is an inconsistency between a provision of these CONDITIONS, a provision in an applicable PRODUCT SCHEDULE and the CUSTOMER ORDER, then the CUSTOMER ORDER shall take priority, then the applicable PRODUCT SCHEDULE and then the provisions of these CONDITIONS.

16.10 Surviving Terms. All terms and conditions of the CONTRACT which by their nature are intended to survive termination of the CONTRACT shall so survive.

16.11 Severability. If any term, condition, clause or provision of the CONTRACT is held to be illegal or unenforceable, the validity or enforceability of the remainder of the CONTRACT shall not be affected thereby.

16.12 Waiver. Failure by BRITANNIC to enforce any of its rights under the CONTRACT will not act as a waiver of that right unless BRITANNIC acknowledges the waiver in writing and vice versa. No single waiver shall be deemed a continuous waiver.

16.13 Third Party Beneficiaries. Subject to the right of any SUPPLIER to enforce any of the terms of this CONTRACT directly against a CUSTOMER, a person who is not a party to this CONTRACT shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this CONTRACT are not subject to the consent of any person that is not a party to this agreement.