

## Sycous Limited – Conditions of Sale

The customer's attention is drawn in particular to the provisions of clause 12

### 1. DEFINITIONS AND INTERPRETATION

1.1 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.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 11.7.

**Contract:** the contract between Sycous and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods and/or Services from Sycous.

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

**Deliverables:** the deliverables set out in the Purchase Order.

**Domestic Reverse Charging (DRC):** all national laws, regulations and secondary legislation including VAT notices, as amended or updated from time to time in the UK, relating to the reverse charging of VAT on construction services and, where applicable, goods.

**Force Majeure Event:** has the meaning given in clause 13.

**Goods:** the goods described in an Order Acknowledgement.

**Goods Specification:** any description of the Goods set out in a technical data sheet on the Sycous Website.

**Invoice:** an invoice from Sycous for the Goods

**Purchase Order:** an order by the Customer for the Goods and/or Services based upon the information or quotation provided by Sycous to the Customer.

**Order Acknowledgement:** an acknowledgement of an Order sent by Sycous to the Customer.

**Services:** the services, including the Deliverables, supplied by Sycous to the Customer as set out in the Services Specification.



**Services Specification:** any description or specification for the Services provided in writing by Sycous to the Customer as described in the Purchase Order or Order Acknowledgement..

**Sycous:** Sycous Limited (registered in England and Wales with company number 08836039) whose registered office is at New York House, 1 Harper Street, Leeds, LS2 7EA.

**the Sycous Website:** the website at [www.sycous.com](http://www.sycous.com)

1.2 In these Conditions:

- (1) reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- (2) reference to a party includes its personal representatives, successors or permitted assigns
- (3) reference to a statute or statutory provision is a reference to such statute or 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
- (4) 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
- (5) reference to **writing** or **written** includes faxes and e-mails

2. **BASIS OF CONTRACT**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Purchase Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the Goods will perform as required by the Customer and that the terms of a Purchase Order are complete and accurate.
- 2.3 The Purchase Order shall only be deemed to be accepted when Sycous issues an Order Acknowledgement, despatches the Goods or issues an Invoice, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that it



has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Sycous which is not set out in the Contract.

- 2.5 Any samples, drawings, descriptive matter, or advertising produced by Sycous or on the Sycous Website and any descriptions or illustrations contained on the Sycous Website are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described. They shall not form part of the Contract or have any contractual force.
- 2.6 A quotation for the Goods and/or Services given by Sycous shall not constitute an offer. Subject as provided in clause 2.7, a quotation shall be valid for a period of 3 months only from its date of issue.
- 2.7 All contracts made between Sycous and the Customer after the first Order Acceptance, Goods or Invoice sent by Sycous to the Customer shall be deemed to include these Conditions whether or not these Conditions are specifically referred to.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3. GOODS**

- 3.1 The Goods are described in the Goods Specification on the Sycous Website.
- 3.2 The Goods are supplied in accordance with the Goods Specification supplied by the manufacturer to Sycous. Sycous reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
- 3.3 Sycous reserves the right to amend the Goods Specification if required by any statutory or regulatory requirements or if required in respect of any Purchase Order or as a result of any changes in any software, hardware or other technology to which the Goods are connected whether connected directly or indirectly.
- 3.4 Sycous has provided to the Customer written instructions about the storage, and installation of the Goods as the Customer acknowledges. It shall be the responsibility of the Customer to store the Goods in a secure and suitable location before the installation of the Goods and to satisfy itself that the Goods supplied in accordance with the Goods Specification shall be suitable in every respect (including the adequacy of any power supply and other site conditions) for the site in or on which the Goods are to be installed.

### **4. DELIVERY OF GOODS**

- 4.1 Sycous shall ensure that:



- (1) each delivery of the Goods is accompanied by a delivery note which references the Purchase Order, all relevant reference numbers of Sycous, the type and quantity of the Goods including the code number of the Goods, where applicable; and
  - (2) if Sycous requires the Customer to return any packaging materials to Sycous, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Sycous shall reasonably request. Returns of packaging materials shall be at the expense of Sycous.
- 4.2 Sycous shall deliver the Goods to the location set out in the Purchase Order or such other location as the parties may agree (Delivery Location) at any time after Sycous notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Sycous shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, failure of the manufacturer, or the failure of the Customer to provide Sycous with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Sycous fails to deliver the Goods, and fails within 28 days from the date on which the Goods were due for delivery to provide a suitable alternative for the Customer's use, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Sycous shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, failure by the manufacturer or other party to supply Goods in the expected timeframe, or the failure of the Customer to provide Sycous with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to take delivery of the Goods within 3 Business Days of Sycous notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the failure of Sycous to comply with its obligations under the Contract:
  - (1) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day following the day on which Sycous notified the Customer that the Goods were ready; and
  - (2) if the Customer is unable or fails for any reason to take delivery of the Goods Sycous shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 10 Business Days after the day on which Sycous notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Sycous may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs,



account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

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

## 5. QUALITY

- 5.1 Sycous warrants that on delivery, and for a period of 12 months from the date of delivery, (**Warranty Period**), the Goods shall:

- (1) be free from material defects in design, material and workmanship;
- (2) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (3) be fit for any purpose held out by Sycous.

- 5.2 Subject to clause 5.3, if:

- (1) the Customer gives notice in writing to Sycous during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (2) Sycous is given a reasonable opportunity of examining such Goods; and
- (3) the Customer (if asked to do so by Sycous) returns such Goods to the place of business of Sycous at the cost of the Customer; and
- (4) Sycous is not liable for any removal, installation or associated costs with the return of Goods or their replacement.

Sycous shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 5.3 Sycous shall not be liable for failure of the Goods to comply with the warranty set out in clause 5.1 in any of the following events:

- (1) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2; or
- (2) the defect arises because the Customer failed to follow the oral or written instructions of Sycous as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
- (3) the defect arises as a result of Sycous following any drawing, design or Goods Specification supplied by the Customer; or



- (4) the Customer alters or repairs such Goods without the written consent of Sycous; or
  - (5) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
  - (6) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
  - (7) any failure of any supply of electricity or other infrastructure on which the Goods rely for their operation; or
  - (8) the Customer is advised the goods should be commissioned by Sycous but this commissioning is not undertaken by Sycous.
- 5.4 Except as provided in this clause 5, Sycous shall have no liability to the Customer in respect of the failure of the Goods to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Sycous.

## 6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until Sycous receives payment in full (in cash or cleared funds) for the Goods and any other goods that Sycous has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (1) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of Sycous;
  - (2) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (3) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (4) notify Sycous immediately if it becomes subject to any of the events listed in clause 11.2; and



(5) give Sycous such information relating to the Goods as Sycous may require from time to time.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.2 then, without limiting any other right or remedy Sycous may have:

(1) the right to resell the Goods by the Customer or use them in the ordinary course of its business ceases immediately; and

(2) Sycous may at any time:

(a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 7. SUPPLY OF SERVICES

7.1 Sycous shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 Sycous shall use all reasonable endeavours to meet any performance dates for the Services specified in the Purchase Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 Sycous reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Sycous shall notify the Customer in any such event.

7.4 Sycous warrants to the Customer that the Services will be provided using reasonable care and skill.

## 8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

(1) ensure that the terms of the Purchase Order and any information in the Service Specification and the Goods Specification are complete and accurate;

(2) co-operate with Sycous in all matters relating to the Services;

(3) provide Sycous, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Sycous to provide the Services;



- (4) provide Sycous with such information and materials as Sycous may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (5) where applicable, prepare the Customer's premises for the supply of the Services;
- (6) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (7) comply with all applicable laws, including health and safety laws;
- (8) keep all materials, equipment, documents and other property of Sycous (**Sycous Materials**) at the Customer's premises in safe custody at its own risk, maintain the Sycous Materials in good condition until returned to Sycous, and not dispose of or use the Sycous Materials other than in accordance with Sycous' written instructions or authorisation; and
- (9) comply with any additional obligations as set out in the Service Specification and the Goods Specification.

8.2 If Sycous' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (1) without limiting or affecting any other right or remedy available to it, Sycous shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Sycous' performance of any of its obligations;
- (2) Sycous shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Sycous' failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (3) the Customer shall reimburse Sycous on written demand for any costs or losses sustained or incurred by Sycous arising directly or indirectly from the Customer Default.

## 9. PRICE AND PAYMENT

9.1 The price of the Goods shall be the price set out in the Order Acknowledgement. Sycous may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:



- (1) any factor beyond the control of Sycous (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
  - (2) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (3) any delay caused by any instructions of the Customer or failure of the Customer to give Sycous adequate or accurate information or instructions.
- 9.2 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 9.3 The charges for Services shall be calculated on a time and materials basis:
- (1) the charges shall be calculated in accordance with Sycous' daily fee rates, as set out in the quotation
  - (2) Sycous' daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days; and
  - (3) Sycous shall be entitled to charge an overtime rate of 200% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.3 2).
- 9.4 Sycous reserves the right to increase the charges for the Services on an annual basis with effect from each anniversary of the Contract in line with the percentage increase in the Average Earnings Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Average Earnings Index.
- 9.5 All amount payable by the Customer under a Contract are exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from Sycous, pay to Sycous such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.
- 9.6 Sycous will assume the Customer is an end user or intermediary supplier for the purposes of DRC, where this applies, unless advised otherwise.
- 9.7 DRC will only apply where the element of supply applicable to DRC is above 5% of the value of the Purchase Order, otherwise VAT shall be applied as 9.5.
- 9.8 Sycous may invoice the Customer for the Goods on or at any time after the completion of delivery. In respect of the Services, Sycous shall invoice the Customer on a monthly basis or on completion of the Services.



- 9.9 The Customer shall pay the invoice in full and in cleared funds within 30 calendar days after the date the invoice was dated. Payment shall be made to the bank account nominated in writing by Sycous. Time of payment is of the essence.
- 9.10 If the Customer fails to make any payment due to Sycous under the Contract within 30 days of the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Sycous may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Sycous to the Customer.

## 10. DATA PROTECTION

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 10.2 Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Sycous for the duration and purposes of the sale under these terms and conditions.
- 10.3 By signing and returning the Purchase Order the Customer consents to Sycous carrying out a credit check and reviewing and monitoring the Customer's credit position for the duration of the Contract.

## 11. TERMINATION AND SUSPENSION

- 11.1 Without affecting any other right or remedy available to it if the Customer becomes subject to any of the events listed in clause 11.2, Sycous may terminate the Contract with immediate effect by giving written notice to the Customer.
- 11.2 For the purposes of clause 11.1, the relevant events are:

- (1) the Customer 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;



- (2) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (3) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (4) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (5) a creditor or encumbrance of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (6) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (7) (being a company) the holder of a qualifying charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- (8) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (9) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.1 to clause 11.2.12 (inclusive);
- (10) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (11) the financial position of the Customer deteriorates to such an extent that in the opinion of Sycous the capability of the Customer to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (12) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.3 Without limiting its other rights or remedies, Sycous may suspend provision of the Goods under the Contract or any other contract between the Customer and Sycous if the Customer becomes



subject to any of the events listed in clause 11.2.1 to clause 11.2.12, or Sycous reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 11.4 On termination of the Contract for any reason the Customer shall immediately pay to Sycous all of the outstanding unpaid invoices and interest of Sycous.
- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 12. LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude the liability of Sycous for:

- (1) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (2) fraud or fraudulent misrepresentation; or
- (3) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (4) defective products under the Consumer Protection Act 1987; or
- (5) any matter in respect of which it would be unlawful for Sycous to exclude or restrict liability.

12.2 Subject to clause 12.1:

- (1) Sycous shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (2) the total liability of Sycous to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods and/or Services.

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



12.4 This clause 12 shall survive termination of the Contract.

### 13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

### 14. GENERAL

#### 14.1 Assignment and other dealings.

14.2 (1) Sycous may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract provided that it gives written notice of such dealing to the Customer.

(2) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Sycous.

#### 14.3 Notices.

(1) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or e-mail.

(2) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.3(1); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.



(3) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 14.4 Severance.

(1) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(2) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.5 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Sycous.

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

14.9 **Jurisdiction.** Each party irrevocably agrees that the courts in England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

