

## TERMS AND CONDITIONS OF SALE AND SERVICE

### 1. Interpretation

- 1.1. "CUSTOMER" means the person who accepts a quotation of the Supplier for the sale and/or supply of the Products and whose order for the Products is accepted by the Supplier.
- 1.2. "CONDITIONS" means the standard terms and conditions of sale and service set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier.  
"CONTRACT" means the contract for the purchase and sale of the Products.  
"GOODS" means the goods (including any instalment or any part for them) which the Supplier is to supply in accordance with these Conditions.  
"PRODUCTS" means the Goods (including any instalment of the goods or any parts for them) and/or the Services which the Supplier has agreed to supply in accordance with these Conditions.  
"SERVICES" means the services to be provided by the Supplier to the Customer in accordance with these Conditions.  
"SUPPLIER" means Rapid Computers Limited of 10 Dakota Business Park, Skyhawk Avenue, Off Banks Road, Speke, Liverpool, L19 2QR, trading as Rapid Technologies.  
"WRITING" includes, but is not limited to, email and comparable means of communication.
- 1.3. Any reference in these Conditions to any provision of a Statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of the Sale and/or Supply of the Products

- 2.1. Subject to these Conditions, the Supplier shall sell and the Customer shall purchase the Products in accordance with the written quotation of the Supplier. These Conditions shall govern the Contract to the exclusion of all other terms and conditions, express or implied.
- 2.2. No variation to these Conditions shall be binding unless in Writing and signed by a Director of the Supplier.
- 2.3. Any advice or recommendation given by the Supplier or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products which is not confirmed in Writing and signed by a Director of the Supplier is followed or acted upon entirely at the Customer's own risk, and accordingly, the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

### 3. Orders and Specifications

- 3.1. No order submitted by the Customer shall be deemed to have been accepted by the Supplier unless and until confirmed as accepted by the Supplier's authorised representative.
- 3.2. The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Supplier any necessary information relating to the Products within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of, and any specification for, the Products shall be those set out in the Supplier's quotation unless there is a variation thereto which is signed by a Director of the Supplier.
- 3.4. If the Goods are to be manufactured or any process is to be applied to the Products by the Supplier in accordance with a specification submitted by the Customer, the Customer shall fully indemnify the Supplier against all losses, damages, costs and expenses awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person as a result of the Supplier manufacturing, or applying such process to, the Goods in accordance with the specification supplied by the Customer.
- 3.5. The Supplier reserves the right to make any changes to the specification of the Products which are required in order to conform with any applicable safety or other statutory requirements or, where the Products are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 3.6. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in Writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred.
- 3.7. In the event that the Supplier, or its agent(s), attend the designated premises to carry out the installation of the Products and, in its or its agent(s)' opinion, the designated premises have not been adequately prepared for the Services, the Supplier and / or its agent(s), will not carry out the Services. Further, the Services will not take place until such time as, in the Supplier's or its agent(s)' opinion, the designated premises have been adequately prepared for the Services. The Supplier reserves the right to charge the Customer for all costs incurred by it and / or its agent(s) as a result of the designated premises not having been adequately prepared for the Services.
- 3.8. The Customer must obtain all necessary planning permissions, local authority consents and other consents and permissions required for the Services prior to their commencement and allow the Supplier and / or its agent(s) to inspect those consents and permissions upon demand.
- 3.9. The Customer must inform the Supplier if the property where the Services are to be provided / installed is listed, located within a conservation area, or otherwise subject to restrictions which may impact on the Services. It is the Customer's responsibility to check that the Services will not violate any such restrictions.
- 3.10. The Supplier will only provide the Services set out in the order confirmation or, where relevant, the quotation and/or schedule of works, or as otherwise agreed in writing. If the Customer wants the Supplier to provide any additional services it must agree an additional order in writing.
- 3.11. The Supplier will try to keep disruption to water, gas and electricity supplies to a minimum whilst providing the Services.
- 3.12. The Customer must provide the Supplier, and its agent(s), with free, safe and proper access to the designated premises (including the loft and garden) and free, safe and proper storage for the Supplier's and its agents' equipment and property whilst providing the Services, including an area to store any waste and also for any products delivered to the Customer prior to the commencement of the Services.
- 3.13. The Supplier reserves the right to refuse to provide the Services and cancel the Customer's order where it has reasonable grounds for doing so (such as concerns over the health and safety of the Supplier's employees or agent(s))

or where the Customer asks the Supplier to perform the Services in a manner which is unacceptable to the Supplier and / or its agent(s)).

- 3.14. The Customer accepts that where the Supplier has agreed to remove pre-existing units, fixtures or fittings prior to providing the Services, this may cause some damage to surrounding areas. The Supplier will endeavour to limit the amount of damage caused but the Services do not include the Supplier 'making good' any damage caused e.g. painting, decorating, tiling etc.
- 3.15. Unless the Supplier agrees otherwise, the Services do not include the removal of any waste and the Customer must make its own arrangements for the disposal of such waste.

#### **4. Price of the Products**

- 4.1. The price of the Products shall be the Supplier's quoted price or, where no price has been quoted, the Supplier's list price at the time of the quotation.
- 4.2. The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 4.3. Unless agreed otherwise in Writing by a Director of the Supplier, all prices are given by the Supplier on an ex-works basis, and where the Supplier agrees to deliver the Products otherwise than at the Supplier's premises, the Customer shall be liable to pay the Supplier's charges for transport, packaging and insurance.
- 4.4. The price of the products is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Supplier.
- 4.5. The cost of pallets and returnable containers will be charged to the Customer in addition to the price of the Products, but full credit will be given to the Customer provided that they are returned undamaged to the Supplier before the due payment date.

#### **5. Terms of Payment**

- 5.1. Unless agreed otherwise in Writing by a Director of the Supplier, the Supplier shall be entitled to invoice the Customer for the price of the Products on or at any time after delivery of the Products, unless the Products are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Products, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Products are ready for collection or (as the case may be) the Supplier has tendered delivery of the Products.
- 5.2. The Customer shall pay the price of the Products within 30 days of the date of the Supplier's invoice therefor, notwithstanding that delivery may not have taken place and the property in the Products has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
  - 5.3.1. cancel the contract and/or suspend any further deliveries to the Customer; and/or
  - 5.3.2. appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and/or
  - 5.3.3. charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above AIB (GB) Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

#### **6. Delivery**

- 6.1. Delivery of the Products shall be made by the Customer collecting the Products at the Supplier's premises at any time after the Supplier has notified the Customer that the Products are ready for collection or, if some other place for delivery is agreed by the Supplier, by the Supplier delivering the Products to that place.
- 6.2. Any dates quoted for delivery of the Products are approximate only and the Supplier shall not be liable for any delay in delivery of the Products howsoever caused. Time of delivery shall not be of the essence. The Products may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 6.3. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.4. If the Supplier fails to deliver the Products, or any part thereof, for any reason other than a cause beyond the Supplier's reasonable control or the Customer's fault, and the Supplier is accordingly liable to the Customer, the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar Products to replace those not delivered over the price of the Products.
- 6.5. If the Supplier fails to deliver any part of the Products for any reason other than a cause beyond the Supplier's reasonable control or the Customer's fault, the Customer shall still be liable to pay for the Products delivered on a pro rata basis.
- 6.6. If the Customer fails to take delivery of the Products or fails to give the Supplier adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:
  - 6.6.1. store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - 6.6.2. 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 the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

## **7. Risk and Property**

- 7.1. Risk of damage to, or loss of, the Goods shall pass to the Customer: in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the Goods are available for collection; or
  - 7.1.1. in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, at the time when the Supplier has tendered delivery of the Goods.
- 7.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of both the Products and all other goods and services agreed to be supplied by the Supplier to the Customer for which payment is then due.
- 7.3. Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier'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 the Supplier's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Supplier for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.4. Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 7.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

## **8. Warranties and Liability**

- 8.1. Where the Products are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), the statutory rights of the Customer are not affected by these Conditions.
- 8.2. Subject to the provisions set out below, the Supplier warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from delivery in respect of new Goods and one month in respect of second-hand Goods.
- 8.3. Subject to the provisions set out below, the Supplier warrants that the Services will be provided using reasonable care and skill.
- 8.4. The above warranties are given by the Supplier subject to the following conditions:
  - 8.4.1. the Supplier shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Customer;
  - 8.4.2. the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's or the manufacturer's instructions (whether oral or in writing) or misuse, alteration or repair of the Products without the Supplier's prior written approval; and
  - 8.4.3. the Supplier shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the due date for payment.
- 8.5. The warranty set out in clause 8.2 above does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer.
- 8.6. Subject as expressly provided in these Conditions, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.7. Any claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with their specification shall (whether or not delivery is refused by the Customer) be notified to the Supplier in Writing within seven days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within seven days of the discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Products and the Supplier shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.
- 8.8. Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet their specification is notified to the Supplier in accordance with these Conditions, the Supplier shall be entitled to replace the Products (or a part thereof) free of charge or, at the Supplier's sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price), but the Supplier shall have no further liability to the Customer.
- 8.9. Except in respect of death or personal injury caused by the Supplier's negligence, or liability for defective products under the Consumer Protection Act 1987, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products (including any delay in supplying or any failure to supply the Products in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the price of the Products, except as expressly provided in these Conditions.

## **9. Insolvency of Customer**

9.1. This clause applies if:

- 9.1.1. the Customer makes a voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 9.1.2. an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Customer; or
  - 9.1.3. the Customer ceases, or threatens to cease, to carry on business; or
  - 9.1.4. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 9.2. If this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **10. Export Terms**

- 10.1. In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 10.2. Where the Products are supplied for export from the United Kingdom, the provisions of this clause 10 shall (subject to any special terms agreed in writing between the Customer and the Supplier) apply notwithstanding any other provision of these Conditions.
- 10.3. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon
- 10.4. Unless otherwise agreed in Writing between the Customer and the Supplier, the Products shall be delivered fob the air or sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Products Act 1979.
- 10.5. The Customer shall be responsible for arranging for testing and inspection of the Products at the Supplier's premises before shipment. The Supplier shall have no liability for any claim in respect of any defect in the Products which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 10.6. Payment of all amounts due to the Supplier shall be made by irrevocable letter of credit opened by the Customer in favour of the Supplier and confirmed by a bank in the United Kingdom acceptable to the Supplier or, if the Supplier has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Supplier of a bill of exchange drawn on the Customer payable 60 days after sight to the order of the Supplier at such branch of AIB (GB) Bank in England as may be specified in the bill of exchange.

## **11. Confidentiality**

- 11.1. The Customer undertakes to keep confidential all information (written or oral) concerning the business and affairs of the Supplier that it shall have obtained or received as a result of the discussions leading up to or the entering into of these Conditions save that which is:
- 11.1.1. trivial or obvious;
  - 11.1.2. required to be disclosed by virtue of a court order or statutory obligation;
  - 11.1.3. already in its possession other than as a result of a breach of this Clause; or
  - 11.1.4. in the public domain other than as a result of a breach of this Clause.
- 11.2. The Customer undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 11.1 above by its employees, agents and sub-contractors.

## **12. Bribery**

"Bribery Legislation" includes the Bribery Act 2010, Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 and the Prevention of Corruption Act 1916, or any similar anti-bribery or anti-corruption legislation, regulation, code and/or sanction of any jurisdiction applicable from time to time to the Customer, the Supplier, these Conditions and/or their subject matter.

12.2. The Customer represents, warrants and undertakes to the Supplier that:

- 12.2.1. in relation to these Conditions and/or their subject matter, neither the Customer nor any of its employees, agents or others performing services on its behalf in connection with these Conditions ("Associated Person") has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by the Customer and/or the Supplier of any Bribery Legislation;
- 12.2.2. it has in place, and will at all times during the term of these Conditions continue to have in place, adequate procedures designed to prevent any Associated Person from committing an offence under any Bribery Legislation; and, as a minimum, such procedures comply, and will at all times during the term of these Conditions comply, with the Bribery Act 2010;
- 12.2.3. it will, throughout the term of these Conditions, comply with, monitor and enforce the procedures referred to in Clause 12.2.2;
- 12.2.4. has conducted (and documented), and will conduct (and document), appropriate due diligence into the selection of any Associated Person who is involved with the subject matter of these Conditions;
- 12.2.5. it will procure that any Associated Person will: at all times during such Associated Person's appointment have in place adequate procedures designed to prevent anyone associated with the Associated Person from committing an offence under any Bribery Legislation and, as a minimum, such procedures will at all such times be no less stringent than the Supplier's own ethics code, policies and procedures; and throughout the term of any such Associated Person's appointment, comply with, monitor and enforce the procedures referred to above;
- 12.2.6. it will promptly report to the Supplier any suspicion which it (or any Associated Person) may have that there has been, or is likely in future to be, any breach of any Bribery Legislation in relation to these Conditions and/or their subject matter;

- 12.2.7. it will promptly co-operate (and will procure that each of its Associated Persons will promptly co-operate) with the Supplier and/or any regulator and/or prosecutor in any investigation relating to any breach, or alleged breach, of any Bribery Legislation by the Customer or any of its Associated Persons;
- 12.2.8. there is no outstanding investigation of the Customer or any Associated Person under any Bribery Legislation and in the last six years the Customer or any Associated Person has not been convicted of any offence under any Bribery Legislation or reached any settlement in relation to any alleged breach of any Bribery Legislation and has not self-reported any breach or suspected breach of any Bribery Legislation;
- 12.2.9. it will obtain a warranty equivalent to that contained in this clause 12 from each of its Associated Persons;
- 12.2.10. it will comply with the Supplier's Anti-Bribery Policy as may be amended from time to time;
- 12.2.11. it has in place and will maintain at all times such accounting procedures and internal controls as are necessary to record all expenditure in connection with these Conditions; and
- 12.2.12. it shall fully indemnify the Supplier against all costs, damages, fines, losses and expenses suffered or incurred by the Supplier as a result of a breach of this clause by the Customer or any of its Associated Persons.
- 12.3. The Customer accepts that a breach of this clause 12 will be deemed to be a material breach of these Conditions and will entitle the Supplier to terminate these Conditions without notice.
13. Neither party shall incur any liability to the other in the event that it is delayed in its performance of its obligations under these Conditions solely by force majeure where "force majeure" shall mean any cause of delay beyond the reasonable control of the party liable to perform unless conclusive evidence to the contrary is provided and shall include, but not be limited to, weather conditions, fires, strikes, lockouts, riots, sabotage, act of war or piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake or delay caused by failure of power supplied, epidemic, pandemic or transport facilities.
14. The Customer agrees not to employ or seek to employ any employee of the Supplier during the supply of the Products or for a period of six months after the supply of the Products. If any employee of the Supplier accepts employment with the Customer either during the supply of the Products or for a period of six months after the supply of the Products then the Customer shall be liable to pay to the Supplier such fee as the Supplier considers appropriate. Such fee shall cover, inter alia, the costs and expenses incurred by the Supplier in recruiting a replacement employee.
15. The waiver by the Supplier of a breach or default of any of the provisions of these Conditions by the Customer shall not be construed as a waiver of any succeeding breach of the same or other provisions. Nor shall any delay or omission on the part of the Supplier to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the Customer.
16. If any provision of these Conditions shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. The parties agree to comply with the remaining terms of the Conditions.
17. The Supplier shall be entitled to perform any of its obligations and/or exercise any of the rights granted to it through any other company which at the relevant time is its holding company or subsidiary (as defined by section 736 of the Companies Act 1985) or the subsidiary of any such holding company, and any act or omission of any such company shall be deemed to be the act or omission of the Supplier.
18. The Customer acknowledges that in entering into these Conditions it does not do so on the basis of, or rely on, any representation, warranty or other provision except as expressly provided in these Conditions and, accordingly, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. The Customer accepts that the Supplier's employees, sub-contractors and agents are not authorised to make any representation(s) concerning the Products unless those representations are confirmed by a Director of the Supplier in writing. The Customer undertakes that it will not rely on, and accordingly waives any claim for breach of, any representation(s) which are not confirmed by a Director of the Supplier in writing.
19. The Supplier reserves the right to amend any term of these Conditions at any time. The Customer shall only be entitled to amend these Conditions if the amendment is in Writing and signed by a Director of the Supplier
20. The Supplier shall be entitled to carry out any of its obligations through its agents or sub-contractors.
21. These Conditions shall be binding upon and enure for the benefit of the successors in title of the parties hereto.
22. These Conditions comprise the entire understanding between the parties regarding the provision of the Services and supersedes all prior, written and oral understandings relating thereto.
23. The Customer may not, without the prior written consent of the Supplier, sell, assign, mortgage, charge or dispose of any of its rights under these Conditions or sub-contract or otherwise delegate any of its obligations. Any such attempted sale, assignment, mortgage, charge or disposal shall be void. The Supplier may sell, assign, mortgage, charge or dispose of any of its rights hereunder.
24. The Supplier and the Customer agree that The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to these Conditions to the maximum extent permitted by law. No term of these Conditions is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise.
25. These Conditions do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
26. The Supplier shall be entitled to place any information provided by the Customer in a computerised directory. The Customer agrees to the Supplier passing on its personal details to other companies and to those other companies using the details passed on for the purposes of marketing and marketing research.
27. Any notice or other information required or authorised by these Conditions to be given by the Customer to the Supplier must be sent by first class registered post to the Supplier at the address set out in these Conditions. The Supplier may serve the Customer with notice via email, regular mail and/or postings on its website.
28. The Supplier will take all reasonable precautions to keep the details of the Contract and payment therefor secure, but, unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by the Customer.
29. The Supplier would like to notify the Customer of products and offers that may be of interest to it from time to time. If the Customer does not want to be notified of such products and offers please tick the box below.
30. The Customer can correct any information about it or ask for information about it to be deleted by e-mailing the Supplier on [unsubscribe@rapid.co.uk](mailto:unsubscribe@rapid.co.uk) These Conditions shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Law Courts.

31. In the event that the Customer fails to pay the Supplier any monies due under these Conditions or otherwise then the Customer accepts that the Supplier may bring a claim against it for non-payment in any jurisdiction in which the Customer or its assets are located.

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