

Standard Terms & Conditions of Sale for Products or Ad-Hoc Professional Services

1. Scope & Definitions of Terms

1.1 These Terms cover the standard supply of products and ad-hoc professional services by Shadowfax. Products or ad-hoc professional services that are deemed to be non-standard may be subject to additional terms that will be agreed in writing prior to the supply of any such products or services.

1.2 "The Supplier", "Shadowfax", "We" or "Us" means Shadowfax Technology Limited; "Client", "You" or "Your" means the party who purchases the Goods or Services from Shadowfax; "Terms" or "the Contract" means the contract formed by these Terms & Conditions as amended from time to time in accordance with Clause 15.7 and quotation.

1.3 "Business Day" means the hours of 8am to 6pm, Monday to Friday, excluding English Public Holidays; "Commencement Date" has the meaning set out in Clause 2.2; "Conditions" are these Terms & Conditions as amended from time to time in accordance with Clause 15.7; "Deliverables" means the product/s, (also referred to as "Goods"), and/or service/s, (also referred to as "Services"), as agreed to be provided by Shadowfax to the Customer and set out on the quotation; "Purchase Price" means the price of the Deliverables stated on the quotation; "Order" means the Client's acceptance of the Supplier's quotation; and "Delivery Locations" means the address for delivery of the Deliverables as set out in the quotation.

1.4 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.5 Construction. In these Conditions, the following rules may apply:

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

2. Basis of Contract

2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written or oral acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of [20] Business Days from its date of issue.

2.7 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 contained within the quotation and associated material.

3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the details of deliveries of goods are confirmed to the Client in a reasonable time frame after placing the order; and
- (b) any delays or changes to the delivery shall be notified to the Client as soon as the Supplier becomes aware.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Client that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's

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failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.6 If the Client fails to accept or take delivery of the Goods within [20] Business Days of the Supplier notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the [21st] Business Day following the day on which the Supplier notified the Client that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).

4.7 If 20 Business Days after the Supplier notified the Client that the Goods were ready for delivery the Client has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods or charge the Client for any shortfall below the price of the Goods.

4.8 The Supplier 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 Client to cancel any other instalment.

5. Quality of Goods

5.1 The Supplier does not manufacture the Goods and save for Clause 5.2 below excludes, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Goods, whether implied by law or otherwise. The Supplier shall to the fullest extent that it is able to do so pass on the benefit of any warranties that the Supplier obtains from the manufacturer of any Goods supplied to the Client by the Supplier subject to any additional optional warranty extension service the Client may purchase at the commencement of this Contract.

5.2 Subject to clause 5.3, if:

- (a) the Client gives notice in writing during the manufacturer's warranty period and within a 5 business days of discovery that some or all of the Goods becomes faulty for reasons other than through the Client's acts, omissions or misuse within the manufacturer's warranty period, and;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Client (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business or the manufacturer at the Client's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the quality of the Goods or their failure to comply with the warranty in Clause 5.1 if:

- (a) the Client makes any further use of such Goods after giving a notice in accordance with Clause 5.2;
- (b) the defect arises because the Client failed to follow the Supplier's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Client;
- (d) the Client alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; and
- (g) the Client has breached the terms of any manufacturer's warranty, guarantee or maintenance agreement.

5.4 The Terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under Clause 5.2.

6. Title & Risk

6.1 The risk in the Goods shall pass to the Client on completion of delivery.

6.2 Title to the Goods shall not pass to the Client until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Client in respect of which payment has become due, 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 Client, the Client shall:

- (a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2(a) to clause 13.2(l); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in Clause 12.1(a) to Clause 12.1(l), then, without limiting any other right or remedy the Supplier may have:

- (a) the Client's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Client to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

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

7. Supply of Services

7.1 The Supplier shall provide the Services to the Client in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in and agreed between the Supplier and the Client in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

7.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill. However in the event that the Services have been subject to an alteration or variation that in any way has been approved by the Supplier in advance and in writing, the Supplier excludes to the fullest extent permissible at law, all warranties, terms or conditions in relation to the Services, whether implied by law or otherwise.

8. Client's Obligations

8.1 The Client shall:

- (a) ensure that the terms of the Order and (if submitted by the Client) the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Client's premises for the supply of the Services;
- (f) 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;
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (h) provide any hardware including but not limited to an internet connection of the appropriate specification necessary for the deployment of the Services; unless the hardware is being supplied to you by the Supplier under the terms of this Contract.

8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

9. Charges & Payment

9.1 The price for Goods shall be the price set out in the Quotation, Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. Unless otherwise notified to the Client by the Supplier in writing the price of the Goods is exclusive of all Value Added Tax (VAT), costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Client when it pays for the Goods.

9.2 The charges for Services that are not subject to a fixed labour quotation, shall be on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Supplier's standard hourly fee rates, as set out below unless otherwise set out in the Supplier's quotation.;
- (b) the Supplier's standard hourly fee rates for each individual person are calculated at £65 per hour plus VAT from 8.00 am to 6.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge an additional overtime rate of up to 100 per cent of the standard 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 9.2(b); and
- (d) the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services. The Supplier will give the Client written notice of any such increase 20 Business Days before the proposed date of the increase. If such increase is not acceptable to the Client, it shall notify the Supplier in writing within 5 Business Days of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 10 Business Days' written notice to the Client; and
- (b) increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations,

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increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
(ii) any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
(iii) any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of all Goods, the Supplier shall invoice the Client on or at any time after completion of delivery, unless payment terms on the Quotation have detailed an upfront deposit payment. At which point an invoice will be issued prior to the delivery of goods and payment terms marked accordingly. In respect of Services, unless included within the upfront deposit payment alongside goods, the Supplier shall invoice the Client on 30 day terms upon completion of the specified Services.

9.5 The Client shall pay each invoice submitted by the Supplier:
(a) within the specified term detailed on the individual invoice; and
(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.6 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.7 If the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the higher of the rate of [4] % per cent per annum above Bank of England's base rate from time to time; or [8] % per annum. 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 Client shall pay the interest together with the overdue amount.

9.8 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

10. Confidentiality

10.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such

confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This Clause 10 shall survive termination of the Contract.

11. Limit of Liability

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

11.2 Subject to Clause 11.1:

(a) the Supplier shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (i) any indirect or consequential loss;
- (ii) loss of revenues;
- (iii) loss of actual or anticipated profits;
- (iv) loss of contracts;
- (v) loss of business;
- (vi) loss of anticipated savings;
- (vii) loss of goodwill;
- (viii) loss of reputation; or
- (ix) loss of, damage to or corruption or destruction of data.

(b) the Supplier's total liability to the Client 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 total value of the Services supplied under this Contract.

11.3 Subject to Clause 11.1, in the event that the Services have been subject to an alteration or variation that in any way has been approved by the Supplier in advance and in writing, the Supplier excludes all liabilities to the fullest extent permissible at law, terms or conditions in relation to the Services, whether implied by law or otherwise.

11.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.5 Each provision of this Clause 11 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason any other provision does not remain in force, notwithstanding the expiry or termination of this contract.

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11.6 This Clause 11 shall survive termination of the Contract.

12. Termination

12.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party 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;
- (b) the other party 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 a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (c) 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (d) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the other party 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;
- (f) 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 other party (being a company);
- (g) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(a) to clause 12.2(h) (inclusive);
- (j) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (k) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

12.3 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods or disable functionality of the whole or any part of any licensed software supplied under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under this Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 12.2(a) to clause 12.2(l), or the Supplier reasonably believes that the Client is about to become subject to any of them.

12.4 On termination of the Contract for any reason:

- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return all of the Supplier Materials and any Goods or Deliverables which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. Force Majeure

13.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2 The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than [4] weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

14. General

14.1 Assignments and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or

delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

14.2 Notices.

(a) Any notice or other communication given to a party under or in connection with this 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 or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); 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 by fax or e-mail, one Business Day after transmission.

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

14.3 Severance.

(a) 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.

(b) 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.

15.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.

15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

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

15.7 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 agreed in writing and signed by the Supplier.

15.8 Governing law. This agreement 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 the law of England and Wales.

15.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales 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).

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