

**Agreement Number: KEY\_BOARD.**

THIS AGREEMENT IS MADE BETWEEN: -

**(1) Alpha Omega Computers LTD**

Whose registered address is at Unit 57 Batley Business and Technology Centre Grange Road Batley West Yorkshire WF17 6ER  
("The Company")

**(2) Enter company name here**

Whose registered address is at enter the address of the client here  
("The Customer")

TERMS

**1. DEFINITIONS**

In this Agreement unless inconsistent with the context or otherwise specified the following definitions shall apply: -

- 1.1 "Agreement" means this document and the terms and schedules attached to it.
- 1.2 "Charges" means any Charges additional to the Maintenance Charge that may be invoiced by the Company to the Customer and chargeable under the terms of this Agreement (whether by virtue of a specific provision or otherwise) which will be calculated on a time and materials basis in accordance with the Company's then current standard rates.
- 1.3 "Commencement Date" means the date the Agreement was signed.
- 1.4 "Current Release" means the version of the Software installed on the Equipment at the Commencement Date and Modifications to it or any new Release accepted by the Customer and installed on the Equipment and Modifications to it.
- 1.5 "Equipment" means the Computer and operating systems specified in Schedule 2.
- 1.6 "Initial Period" means the Initial Period of the term of this Agreement as specified in Schedule 1 that being 2, 3 or 5 years.
- 1.7 "Location" means the Location of the Equipment and at the address given in Schedule 1.
- 1.8 "Maintenance Charges" means the periodic charge for the provision of the Maintenance Service specified in Schedule 2 as varied from time to time in accordance with Clause 5.
- 1.9 "Maintenance Hours" means the standard hours during which the Maintenance Service will be provided as specified in Schedule 2.
- 1.10 "Maintenance Service" means the Maintenance Service and Support Services as described in Schedule 2.
- 1.11 "Modification" means any correction, addition, amendment, enhancement, update or other change made by the Company to the Software as part of providing the Maintenance Service.
- 1.12 "Release" means any improved version of the Software made available to the Customer.
- 1.13 "Software" means the Computer Programme as briefly described in Schedule 2 and related operating manuals and other user instructions.
- 1.14 "Specification" means the Specification of the Current Release describing the facilities and functions of that Release.
- 1.15 "License" means the terms and conditions of use of the Software as set out by the Software copyright/patent owner.
- 1.16 "License Agreement" means the authority granted by the Software copyright/patent owner to the Customer for use of the Software supplied by the Company.
- 1.17 "Staff" means any individual provided by the Company to perform the Maintenance Service.

**2. SCOPE OF THE AGREEMENT.**

- 2.1 In consideration of the Customers payment of the Maintenance Charge the Company agrees to provide the Maintenance Service subject to terms and conditions of this Agreement.
- 2.2 The Maintenance Service will be provided during the Maintenance Hours. All time spent in providing any service requested by the Customer outside the Maintenance Hours will be invoiced to the Customer at the Company's then current Charges applying to special service hours.
- 2.3 The Company will use reasonable endeavours to provide the Maintenance Service promptly having regard to the availability of personnel, necessary supplies and facilities and commitments to other Customers but any dates quoted for commencement or completion of any part of the Maintenance Service are estimates only and time will not be of the essence.
- 2.4 The Company's obligation to provide the Maintenance Service is subject to the Licence Agreement being in force between the parties to that Agreement. If the Licence Agreement is terminated for any reason then this Agreement will automatically terminate without notice.

### 3. **TERM OF THE AGREEMENT.**

The term of this Agreement will be for the Initial Period and will continue after that for successive periods of one year unless terminated by either party on giving no less than three months prior written notice, sent by registered post, to take effect on expiry of the then current period subject to earlier termination in accordance with this Agreement.

### 4. **LIASON AND STAFFING.**

- 4.1 The Customer will appoint a member of its Staff ("the Support Representative") to act as the principal point of contact between the parties for the purposes of this Agreement.
- 4.2 The Customer's Staff at the Location will in the first instance request Maintenance or support services in respect of the Equipment or the Software from the Company's representative who will provide assistance with problems and other support requirements.
- 4.3 The Company will assign appropriately qualified Staff to provide the Maintenance Service or any part of it. The Company may at its discretion and at any time replace anyone allocated by it to the Maintenance Service.
- 4.4 The Company is empowered to use sub-contractors for the provision of any part of the Maintenance Service but such sub-contracting will not relieve the Company from its obligations under this Agreement.

### 5. **PAYMENT TERMS.**

- 5.1 The Customer will pay to the Company the Maintenance Charge and all other Charges which fall due under this Agreement of the amounts specified in Schedule 1 or otherwise invoiced by the Company from time to time in respect of the services requested by the Customer. Where applicable VAT and any other taxes, duties or levies will be paid additionally by the Customer at the then prevailing rate.
- 5.2 The Maintenance Charges are invoiced at intervals as specified in Schedule 1, and is payable in advance of that specified period. All other Charges and expenses will be invoiced monthly in advance and be payable within 7 days of the date of an invoice. If additional items of Equipment are added to Schedule 1, the payment in respect of such Equipment shall be payable forthwith.
- 5.3 If any sum payable to the Company under this Agreement is in arrears for than 14 days after the due date the Company reserves the right without prejudice to any other right or remedy to :-
  - 5.3.1 Charge interest on such overdue amount on a day to day basis from the original due date, applied monthly with no consideration for part months, until payment in full at the rate of 8% per annum above HSBC PLC's base lending rate in force from time to time and/or
  - 5.3.2 Suspend the provision of the Maintenance Service immediately upon notice to the Customer.

- 5.4 The Customer will notify the Company in writing within 10 days of the receipt of an invoice if the Customer considers such invoice to be incorrect or invalid for any reason. Failing which the Customer will raise no objection to any such invoice and shall make full payment in accordance with it.
- 5.5 The Company may from time to time vary the Maintenance Charge (fixed for the first 12 (twelve) months) for periods subsequent to the first year of the Initial Period by giving not less than 60 (sixty) days written notice to the Customer. If any notice of an increase to the Maintenance Charge is given the Customer will have the right to terminate this Agreement on the day immediately prior to the price increase by giving the Company written notice of termination not less than 14 (fourteen) days before such effective date.
- 5.6 If a reported problem is found upon investigation to be due to incorrect operation or unauthorised changes on the Software the Company will be entitled to invoice The Customer for all costs and expenses incurred by The Company in consequence of such investigation calculated on a time and materials basis at The Company's then current Charges.
- 5.7 It is The Customers responsibility to provide a detailed Specification of all Equipment detailed in Schedule 2 on the date of this Agreement unless said Equipment was originally supplied to The Customer by the Company. If The Customer fails to supply a detailed Specification of all Equipment the Company will be entitled to invoice The Customer for all costs and expenses incurred by The Company in consequence of compiling a detailed Specification for The Customer calculated on a time and materials basis at The Company's then current Charges.

## 6. **CUSTOMER RESPONSIBILITIES.**

- 6.1 Throughout the term of this Agreement The Customer will :-
  - 6.1.1 Use only the Current Release
  - 6.1.2 Use all reasonable endeavours to ensure that the Current Release and the Equipment are used in a proper manner by competent trained employees only or by persons under their supervision.
  - 6.1.3 Notify the Company promptly if the Software is not working correctly.
  - 6.1.4 Not alter adapt or modify the Equipment in any way nor permit the Current Release to be combined with any other programmes without prior written consent from The Company.
  - 6.1.5 Not request or permit any party other than The Company to provide any Maintenance Services in respect of the Current Release.
  - 6.1.6 Co-operate to a reasonable extent with The Company's personnel in diagnosis investigation and correction of any fault in the Current Release.
  - 6.1.7 Make available to The Company free of charge all information facilities and services reasonably required by The Company to enable The Company to perform the Maintenance Service.
  - 6.1.8 Provide at the Customer's expense such telecommunication facilities as are reasonably required by The Company for remote testing.
  - 6.1.9 Provide access to The Customer's Staff The Software The Equipment and The Location during the Maintenance Hours and at such other times as The Company may request on reasonable prior notice.
  - 6.1.10 Keep full security copies of the Current Release and of The Customer's databases and computer records in accordance with good computing practice.
  - 6.1.11 Backup all data in use on The Equipment on a daily basis.

## 7. **EXCLUSIONS.**

- 7.1 The Maintenance Charge does not include the provision of the Maintenance Service in respect of any defect error or other problem:-
  - 7.1.1 Resulting from any Modification to the Software made by any person other than The Company and it's sub-contractors without The Company's prior written approval.
  - 7.1.2 In any version of The Software other than the Current Release.
  - 7.1.3 Resulting from the incorrect use of The Software or operator error.

- 7.1.4 In or attributable to The Equipment or other Equipment and programmes used in conjunction with The Software or to any other reason external to The Software.
- 7.2 The Maintenance Service provided under The Agreement does not include:-
- 7.2.1 The provision of consumable items including (but not exhaustively) ribbons, paper, backup tapes, floppy discs, printheads, laser toner, laser toner drums, laser toner cartridges, fuser units. All batteries including those housed on computer system motherboards, laptops, and all portable/notebook screens if over 12 months old.
- 7.2.2 Electrical work and cabling external to The Equipment.
- 7.2.3 Software programmes.
- 7.3 If at the request of The Customer The Company agrees to provide any Maintenance Service in respect of any of the exclusions referred to in Clause 7.1 (but it is confirmed in writing that The Company is under no obligation to do so) The Company will endeavour to undertake the work as soon as reasonably practicable and The Company will be entitled to make an additional charge on a time and materials basis in accordance with its then current Charges.

## 8. **WARRANTY**

- 8.1 The Company warrants that the Maintenance Service will be performed by competent Persons and will be carried out with reasonable care and skill. The Company undertakes to use all reasonable endeavours to remedy free of charge to the Customer any faulty work arising from a breach of this warranty which is reported to the Company in writing within one month after performance by the Company of such work. If the Company rectifies such faulty work by the provision of the Company's option of replacement of replacement or additional materials or services within a reasonable period of time then the Company will have no other liability of any kind in respect of or arising from faulty work.
- 8.2 If a problem is found upon investigation not to be the Company's responsibility under provisions of Clause 8.1 the Company may charge the Customer for all reasonable costs and expenses incurred by the Company in the course of or in consequence of such investigation.
- 8.3 The Company will not be liable under Clause 8.1 to remedy any problem arising from or caused by any Modification (whether by way of alteration deletion addition or otherwise) made to any part of the Software (including data structure) or the Equipment by persons other than the Company without its express prior written consent.

## 9. **LIABILITY**

- 9.1 The Company shall not be liable to the Customer :-
- (a) For non delivery unless a written claim is received by the Company within 14 days of the termination of the period for which the Customer has made payment;
- (b) For damage to or loss of the Equipment or Software or any part of them in transit (where the Equipment and Software are carried by the Company's own transport or by a carrier on behalf of the Company) unless the Customer shall notify the Company of any such claim within 14 days of receipt of the Equipment and Software or the scheduled date of delivery whichever shall be the earlier;
- (c) For defects in the Equipment or Software caused by ware and tear, abnormal or unsuitable conditions or storage or use or any act, neglect or default of the buyer or of any third party;
- (d) For other defects in the Equipment or Software unless notified to the Company within one month of receipt of the Equipment or Software by the Customer or where the

defect would not be apparent on reasonable inspection within twelve months of delivery.

- 9.2 Where liability is accepted by the Company under condition 10.1 the Company's only obligation shall be at its option to make good any shortage or non delivery and/ or as appropriate to replace or repair any Equipment or Software found to be damaged or defective and / or to refund the cost of such Equipment or Software to the Customer.
- 9.3 The Company shall not be liable for any loss, damage or reliability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Company's prior written approval and the Customer shall indemnify the Company against any and all claims and costs arising out of such claims to the extent that such repairs or remedial work have been performed by the Customer or its agents.
- 9.4 The Company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the cost of the defective, damaged or undelivered Equipment or Software which gives rise to such liability as determined by net price invoiced to the Customer in respect of any occurrence or series of occurrences.
- 9.5 subject to this condition 9:-
- (a) all conditions, warranties and representations expressed or implied by statute common law or otherwise in relation to the Equipment or Software are hereby excluded;
  - (b) the Company shall be under no liability to the buyer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Company, its employees or agents) [other than liability for death or personal injury resulting from the Company's negligence];
  - (c) The Company shall have no liability for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused, and including without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- 9.6 The Company's prices are determined on the basis of the limits of liability set out in this condition. The Customer may by written notice to the Company request the Company to agree a higher limit of liability, provided insurance cover can be obtained for such higher limit. [The Company shall effect insurance up to such limit and the Customer shall pay upon demand the amount of any and all premiums. The Customer shall disclose such information, as the insurers shall require. In no case shall the Customer be entitled to recover from the Company more than the amount received from the insurers.]
- 9.7 In respect of Customer transactions only (as defined by the Customer Transactions (Restrictions on statements) Order 1976 as amended) nothing in these Conditions shall affect the statutory rights of any consumer.

## **10. LIMITATION OF LIABILITY**

- 10.1 The Customer acknowledges that the Company's obligations and liabilities in respect of the Maintenance Service are exhaustively defined in this Agreement. The Customer agrees that the express obligations and warranties made by the Company and this Agreement are in lieu of, and to the exclusion of, any warranty condition term undertaking or representation of any kind, express or implied statutory otherwise relating to anything supplied or services provided under or in connection with this Agreement including (without limitation) as to the condition quality performance merchantability satisfactory quality or fitness for purpose of the Maintenance Service or any part of it.

- 10.2 The Customer is responsible for the consequences of the use of the Maintenance Service. The Company will not be liable for any indirect or consequential loss, damage, costs or expense of any kind whatever and however caused whether arising of the contract (including negligence) or otherwise including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings even if the Company has been advised of their possibility.
- 10.3 Nothing in this Clause 10 shall exclude or limit the liability of the Company for death or injury.
- 10.4 Notwithstanding the above, the Company's total liability (whether in contract or including negligence or otherwise) under or in connection with this Agreement and any other Agreement with the Customer relating to the Software or based on any claim for indemnity or contribution will not exceed the payments made by the Customer to the Company.
- 10.5 The Customer agrees that except as expressly provided in Clause 8 and this Clause 10 the Company will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with this Agreement. The Customer will indemnify the Company in respect of any third party claim or injury loss, damage, or expense occasioned by, or arising directly or indirectly from the Customers possession, operation, use, Modification or supply to a third party of anything supplied under the Maintenance Service, any part of it except and insofar as the Company is liable as expressly provided in this Agreement.
- 10.6 The Customer acknowledges and agrees that the allocation of risk contained in Clause 9 is reflected in the Maintenance Charge and is also a recognition of the fact that inter alia it is not within the Company's control how and for what purpose the Maintenance Service is used by the Customer.

## **11. OWNERSHIP**

- 11.1 The copyright and all other proprietary rights whatever in all materials developed under this Agreement in connection with the Maintenance Service including the Modifications will remain vested in and the absolute property of the company of the Company. The Customer will do all such acts and things as the Company may reasonably require for the purpose of preserving or perfecting such investing.
- 11.2 Conditional upon payment to the Company in accordance with Clause 5 of all sums due to it under this Agreement. This Agreement will operate to grant to the customer a non – exclusive and non-transferable licence to use and reproduce at its own expense for its own internal purposes, only those Modifications supplied for use as part of the Software will be deemed to form part of the licence materials and be subject to the Licence Agreement.

## **12. TITLE**

- 12.1 Notwithstanding delivery and passing risk, the Equipment and Software shall remain the property of the Company until such time as the Customer shall have paid to the Company the agreed price (together with any accrued interest) (and all other amounts owed by the buyer to the Company) in respect of any other contract for the Sale of Equipment or Software.
- 12.2 Until property in the Equipment or Software has passed the Customer shall be in possession of the Equipment or Software in a fiduciary capacity and shall:-
- (a) Not part with possession of the Equipment or Software [otherwise than in accordance with Condition 12.6]
  - (b) Take proper care of the Equipment or Software and take all reasonable steps too prevent any damage or deterioration of them;

- (c) Keep the Equipment or Software free from any charge, lien or other encumbrance and store the Equipment or Software in such a way to show clearly that they belong to the Seller
  - (d) Notify the Company forthwith upon the happening of any events set out in condition 16.1; and
  - (e) Give the Company such information relating to the Equipment or Software as the Company may require from time to time.
- 12.3 The Company reserves the right to repossess and re-sell any Equipment or Software to which it has retained title and the Company's consent to the Customer's possession of the Equipment or Software and any right the Customer may have to possession of the Equipment or Software shall in any event cease:-
- (a) If the sum owned by the Customer to the Company (whether in respect of the Equipment or Software or otherwise) is not paid to the Company by the date when it is due; or
  - (b) Upon the happening of any events set out in Condition 16.1; or
  - (c) If the Customer commits a breach of any contract with the Company.
- 12.4 The Customer hereby grants an irrevocable right and licence to the Company and its servants and agents to enter upon all or any of the Customer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or re-possessing Equipment or Software to which it has retained title. The right and licence shall continue to subsist notwithstanding the termination for any reason of any contract which is subject to these conditions and is without prejudice to any accrued rights of the Company under such contracts or otherwise.
- 12.5 The Customer is licensed by the Company to process Equipment or Software to which the Company has retained title in such fashion as it may wish and/or to incorporate them in or with any other products subject to the express condition that the new product(s) or any other chattel whatsoever containing any part of the said Equipment or Software shall become the property of the Company and shall be separately stored and marked by the Customer to show clearly that they belong to the Company. The Company shall hold the new product or products as trustee for itself and the Customer and the Company's interest as a beneficiary of the trust shall be equal to the total of all amounts owing by the Customer to the Company [under any contract for the sale of Equipment or Software].
- 12.6 Whilst the Customer is in possession of the Equipment or Software with the Company's consent (but not otherwise) the Customer may in the ordinary course of its business sell [or hire] the Equipment or Software [or any new product or products produced with the Company's Equipment or Software] provided that:-
- (a) As between the Customer and its buyer the Customer shall sell [or hire] the Equipment or Software as principal and the Customer shall not be empowered to commit the Company to any contractual relationship with or liability to the buyer or any other person;
  - (b) As between the Company and the Customer, the Customer shall sell [or hire] the Equipment or Software in a fiduciary capacity as agents for the Company; and
  - (c) Notwithstanding any agreed period of credit for payment of the price of the Equipment or Software the Customer shall pay the proceeds of such sales [or hiring] to the Company forthwith upon receipt.

The buyer acknowledges that as a consequence of its fiduciary relationship [with the Company it is under a common law duty to the Company to hold the proceeds of any such sales [or hiring] on trust for the Company and not to mingle such proceeds with any other monies or pay them into an overdrawn bank account, such common law duty being unaffected by and wholly independent of the terms of these conditions.

- 12.7 The Customer agrees immediately upon being so requested by the Company to assign to the Company all rights and claims which the Customer may have against its buyers arising from such sales [or hiring] until payment is made in full as stated above.
- 12.8 Notwithstanding the provisions of this Condition 12 the Company shall be entitled to bring an action against the customer for the price of the Equipment or the Software in the event of non-payment by the Customer by the due date even though the property in the Equipment or Software has not passed to the customer and / or shall have the right by notice to the Customer at any time after delivery to pass property in the Equipment or Software to the customer as from the date of such notice.

### **13. CONFIDENTIALITY.**

- 13.1 Each party will treat as confidential all information contained from the other party under or in connection with this Agreement which is designated confidential by the other party or which is by its nature clearly confidential. The recipient party will not disclose such confidential information to any persons (except only to those employees, agents, sub – contractors, suppliers and other representatives who need to know it) or use such confidential information for purposes other than the Maintenance Service without the other party's prior written consent.
- 13.2 This clause will not extend to information WHICH:-
  - 13.2.1 Was in the possession of the recipient party (with full right to disclose) before receiving it, or
  - 13.2.2 Is already or becomes public knowledge (otherwise than as a result or breach of this clause) or
  - 13.2.3 Is independently developed by the recipient party without access to, or use of, such information.

Each party will ensure that all persons to whom it discloses any such confidential information of the other party are aware prior to disclosure of the confidential nature of the information and that they owe a duty of confidence to the other party. These obligations of confidentiality will survive any termination of this Agreement.

- 13.3 Each party will maintain adequate security measures to safeguard information and data of the other party in its possession from unauthorised access use or copying.

### **14. SPECIFICATIONS.**

- 14.1 Unless expressly agreed in writing by the Company all drawings, designs, Specifications and particulars of weights and dimensions submitted by the Company are approximate only and the Company shall have no liability in respect of any deviation from them.
- 14.2 The Company accepts no responsibility for any errors, omissions or other defects in any drawings, designs or Specifications not prepared by the company and the company shall be indemnified by the customer against any and all claims, liabilities, costs and expenses incurred by the Company arising from them
- 14.3 Corrections to Equipment or Software required by the Customer following inspection and approval of proofs by the customer shall be at the Company's expense and will be charged for separately.

### **15. NON SOLICITATION**



The Customer will not, during the term of this Agreement, and for a period of six months after that without the Company's prior written consent, directly or indirectly solicit or offer employment or engagement to any Staff who at any time of such action or during a period of 12 months immediately preceding such action was directly involved in the provision of the Maintenance Service.

## **16. TERMINATION**

16.1 Each party may terminate this Agreement by notice with immediate effect if the other materially breaches this Agreement (and if the breach is remediable) fails to remedy it within 28 days of receiving written notice, by registered post, requiring rectification of the breach from the injured party or if the other ceases or disposes of its business or threatens to do so or if the other being a partnership an application is made for its dissolution or it is dissolved or if the other being a Company partnership or individual begins is party to consents to or is otherwise subject to proceedings under the law relating to bankruptcy distress, Receivership, insolvency or the relief of Creditors or enters into arrangements benefiting its Creditors.

16.2 Termination will not prejudice any other rights or remedies of the injured party and will be without liability for any loss or damage suffered by the party in default.

## **17. FORCE MAJEURE**

17.1 The Company shall not be liable to the customer for any loss or damage which may be suffered by the customer as a direct or indirect result of the supply of Equipment or Software by the company being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control, including but not limited to, act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the goods or of raw materials by the Company's normal source of supply or the manufacture of the Equipment or Software by the Company's normal means or the delivery of the Equipment or Software by the company's normal route or means of delivery.

17.2 In force majeure circumstances the Company may in its sole discretion terminate any contract for the supply of Equipment or Software pursuant to these Conditions or cancel delivery of Equipment or Software to the customer or may, with the Agreement of the Customer, deliver Equipment or Software at an agreed rate of delivery commencing after any suspension of delivers.

17.3 If due to force majeure circumstances the Company has insufficient stocks to meet all its commitments, the Company may apportion available stocks between its customers at its sole discretion.

## **18. NOTICES**

18.1 All notices which are required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate by notice given in accordance with this clause. Any such notice may be delivered by registered post and will be deemed to have served when signed for by the recipient.

## **19. SEVERABILITY**

If any part of this Agreement is found by a Court of competent jurisdiction to be invalid, unlawful or unenforceable then such party will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by the law.

## **20. WAIVER**

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**21. WHOLE AGREEMENT**

21.1 This Agreement is the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and other arrangements oral or written. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Customer issued in connection with this Agreement will not apply unless expressly requested in writing by the company.

21.2 Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both parties.

**22. GOVERNING LAW**

This Agreement will be construed in accordance with and governed by the Law of England and each party agrees to submit to the exclusive jurisdiction of the Court of England.