

TERMS AND CONDITIONS OF SALE

1 Definitions and Interpretations

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions)
- 1.1.1 **"The Company"** means Meta Storage Systems UK Limited of Unit 2 Integra MK, Thornton Chase, Linford Wood, Milton Keynes, MK14 6FD.
- 1.1.2 **"The Customer"** means any person, firm, company or agency contracting/placing an order with the Company to whom the Product is supplied under these Conditions;
- 1.1.3 **"The Product"** means goods/materials and/or services (including any installation of the Product or part of them) which the Company is to supply to the Customer in accordance with these Conditions;
- 1.1.4 **"Confidential Information"** means information whether verbal or in writing designated or deemed to be confidential by the Company and relating to this Contract or to the Company.
- 1.1.5 **"Conditions"** means the standard terms and conditions set out in this document;
- 1.1.6 **"Contract"** means the Contract between the Company and the Customer for the sale and purchase of the Product including these Conditions.

2 Formation of Contract

- 2.1 All quotations, offers and tenders are made and all orders/contracts are accepted subject to these Conditions and the Company will not be bound by any other conditions intended to be relied upon by the Customer in so far as they are inconsistent with these conditions. Product is supplied and works undertaken exclusively upon the terms of these conditions and the terms specified in the quotation.
- 2.2 These Conditions and the Contract constitute the entire agreement and understanding of the parties in respect of the sale of the Product. If there is a conflict or inconsistency between these Conditions and any other terms of the Company's quotation, offer, tender or acknowledgement of order, such other terms shall prevail (to the extent of the conflict or inconsistency only).
- 2.3 The structure of the premises, object of the quotation is calculated on the basis of the described characteristics for each individual quotation and, therefore neither the Customer nor any third party may make any changes to the design, replacement of components or repair to the installation without the written consent of the Company.
- 2.4 Quotations issued by the Company shall be available for acceptance for a maximum period of 30 days from the date of issue and may be withdrawn by the Company at any time. The Customer shall place an order on the basis of the quotation. Acceptance of such order by the Company will be effective where it is made on the Company's order acceptance form and/or the Customer's purchase order and signed by an authorised representative of the Customer.
- 2.5 For the avoidance of doubt, any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Product which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk.
- 2.6 The quotation and all information given by the Company (whether verbal or in writing) relating to the quotation and the Contract shall be Confidential Information. Any pattern, drawing or any embodiment of such information or any part of it shall be treated as Confidential Information. The Customer may not disclose in any form any confidential information without the specific written consent of the Company.
- 2.7 The Customer undertakes to store the Product under conditions that will prevent deterioration and also to store particular Product under such special conditions as may be appropriate to their requirements. The Customer shall be responsible for complying with all the Customers applicable regulatory requirements. The Customer shall follow the Company's technical or commercial specifications regarding the installation of the Products, especially as regards the technical characteristics of the installation and the general installation conditions (installation manuals).

3 Price

- 3.1 Except where a fixed price is agreed in writing the prices quoted are based upon the cost of materials at the time the quotation is made. The acceptance of the quotation shall be conditional upon the acceptance by the Customer of any increase or reduction in the contract price quoted, consequent upon the net increase in saving cost, due to any alteration to any of the above factors, occurring during the period between the date of quotation and the date of completion of the contract. Further, any variation by the Customer to the Contract specification will affect the price and the timescale for delivery. Such amendments by the Customer may require the Company to supply a revised quotation for the supply of the Product and for its delivery timescale which will supersede any earlier version.
- 3.2 Unless otherwise agreed in writing, all prices are quoted exclusive of VAT and all other applicable taxes and duties shall be additionally paid by the Customer.
- 3.3 Where, at the Customer's request, orders are delivered by any delivery method involving a higher carriage charge than would be incurred by use of the Company's usual mode of conveyance then the Company reserves the right to charge the Customer, at its absolute discretion, for such transportation, insurance costs and other charges incurred by the Company in making or arranging such delivery of the Product to the designated place of delivery.
- 3.4 Where the Company delivers or arranges delivery of the Product, the Customer shall be liable to the Company for carriage costs and any other charges incurred by the Company if vehicles are unduly delayed at the place of delivery.
- 3.5 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Product and/or delivery to reflect any increase in cost to the Company.
- 3.6 The Company reserves the right to amend its price lists, quotations, invoices, credit notes and other documentation to correct errors and no liability whatsoever shall be attached to the Company by reason of such amendments or corrections.

4 Terms of Payment

- 4.1 The Company reserves the right at its sole discretion to demand full or partial payment before producing or proceeding further with an order. In accordance with clause 5.2, any delay in the Company receiving payment in full will involve a corresponding delay in any estimated delivery times.
- 4.2 Subject to paragraph (4.1) above and unless otherwise agreed in writing, payment of all invoices shall be made by the Customer to the Company within 30 days of invoice/dispatch of the Product by or on behalf of the Company. Payment shall be made without any withholding, deduction counterclaim or set off whatsoever unless within the Construction Industry Scheme (CIS). The time for payment shall be of the essence of the Contract.
- 4.3 Where the Product is delivered by instalments, the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Conditions
- 4.4 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the whole of the price of all Products bought or agreed to be bought by the Customer shall fall due and payable without demand, and the Company shall be entitled to:-
 - 4.4.1 suspend any or all further deliveries without liability under the Contract and any other contract between the Company and the Customer then current, without notice;
 - 4.4.2 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 Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer);
 - 4.4.3 serve notice on the Customer requiring immediate payment for all Products supplied by the Company under this and all other contracts with the Customer whether or not payment is otherwise due;
 - 4.4.4 charge the Customer contractual interest (both before and after any judgment) on the amount unpaid on a daily basis, at the higher of the rate applicable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 (if applicable or any modification, replacement or re-enactment thereof) or 5% per annum above Deutsche Bank AG London's base rate from time to time until payment in full is made; and/or
 - 4.4.5 treat such failure as a repudiation of the whole Contract by the Customer and to recover damages for such breach of Contract;
- 4.5 Value Added Tax at the rate current at the date of invoice shall be added to all payments (included interim payments).

5 Delivery

- 5.1 For deliveries of Product where the Company has agreed in writing to deliver the Product to the Customer, delivery of the Product shall be given and taken at the designated place of delivery. In all other cases, delivery of the Product shall be given and taken at the Customers premises.
- 5.2 Whilst the Company makes every effort to deliver the Product on the dates or within the period mentioned in the Contract such dates or period shall be approximate only and are in any event subject to adjustment if the Customer varies the Contract specification as referred to in clause 3.1. The Customer shall have no right to damages or to cancel the Contract for failure for any cause to meet delivery time stated, nor shall the Customer be entitled to make, nor purport to make time for the delivery of the essence for the Contract. If the Customer is required to make payment in full before work commences, then any delay in the Company receiving such payment will affect timescales for delivery pursuant to clause 4.1.
- 5.3 The Company shall be entitled to deliver the Product in one or more consignments unless expressly agreed in writing. Where the Products are to be delivered in instalments, each delivery shall constitute a separate Contract, and failure by the Company to deliver one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

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- 5.4 The Company shall Endeavour to comply with reasonable requests by the Customer for postponement of delivery of the Products, but shall be under no obligation to do so. Where delivery is postponed, otherwise than due to default of the Company, then without prejudice to any other rights and remedies available to the Company, the Customer shall pay all costs and expenses, including a reasonable charge for storage and transport so occasioned.
- 5.5 If the Customer fails to take delivery of the Products or fails to give the Company adequate delivery instructions then, without prejudice to any other right or remedy available to the Company, the Company may store the Product until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage.
- 5.6 Should the Company be prevented from delivering part of the Product by reason of any cause beyond the Company's reasonable control (including, but not limited to, industrial action, and shortage of materials or labour) the Customer shall take and pay for such part of the Product as the Company shall be able to deliver in accordance with the Contract.
- 5.7 All costs relating to the offloading of the Product at the delivery address is for the Customer's account.
- 5.8 The Customer shall inspect the Product immediately upon delivery. In the event that the Customer detects any shortages of the Product, the Customer shall notify the Company immediately in writing upon delivery of the Product.
- 5.9 The Company shall have no liability to the Customer for any costs of replacement items that the Customer chooses to source from elsewhere in the event of any shortages in delivery or allegations thereof. In such cases, these must be reported to the Company pursuant to clause 5.8.

6 Installation

- 6.1 This clause applies where the Company is contracted by the Customer to install the ordered Product.
- 6.2 The Company/sub-contractor will maintain an up-to-date Public Liability Insurance Policy which will cover any damage that may occur during installation.
- 6.3 Unless otherwise stated in writing, the Company contracts on the basis that the Customer, at its own expenses, will ensure that:
 - 6.3.1 the relevant site is accessible, clean, cleared and obstacle free, level and dry in readiness for the arrival of the Company's installers;
 - 6.3.2 the site should have sufficient space adjacent for placing of materials and necessary foundations and temporary cover over the site to protect the Product and construction work effectively from the elements;
 - 6.3.3 where deemed necessary, a suitable supply of: electricity for power tools and night lights (220/380 V), water, heating, compressed air, scaffolding, fork-lift trucks, platforms, scissor lifts etc
 - 6.3.4 suitable provision for the disposal of all packaging, rubbish, debris and surplus materials. If there is an Environmental Management System, the waste will be disposed into the appropriate containers, or will be left in a suitable assigned area, separated into different products;
 - 6.3.6 if any of the Customers responsibilities are not satisfied, then the Company may in its discretion have the installation crew at the expense of the Customer, perform any work appropriate to meet the required conditions, or may alternatively halt and delay the work and may have the crew leave the site and return when conditions are satisfied. All extra costs including demurrage charges incurred by the Company as a result shall be charged to the Customer and the Customer shall indemnify the Company in full against any such cost or claim.
- 6.4 Floor should be concrete or other sound materials acceptable to the Company and shall be flat and even. The minimum strength of concrete should be C20/25 (the minimum characteristic strength determined on the cylinder-shaped samples of 20 N/mm2 and the minimum characteristic strength determined on the cubic samples of 25 N/mm2). The difference of level between the highest and lowest point of the floor must not exceed +/- 10mm with a respect to a zero reference point, if the gradient exceeds this value; the excess cost of the levelling will be met by the Customer.
- 6.5 The Customer must inform the Company during the quotation process of the location of any electrical and/or pneumatic cabling or pipes etc in or under the installation floor. The Customer shall indemnify the Company and keep the Company indemnified against any damage caused or contributed to by the anchoring of the installation if such information is not given to the Company beforehand and the Company will not be liable for any such damage so caused.
- 6.6 Installation timetable may not be reduced and if necessary, the Customer commits itself to allow the installation work to continue at night or during weekends and public/bank holidays. The Customer shall ensure that the Company's employees / sub-contractors are able to carry out their work with continuity and without hindrance
- 6.7 Where other contractors are also involved, it is a condition of any Contract between the parties that the other contractors' programmes will be such as to permit the Company's work to be carried out with expedition and continuity at the site. Should it be subject to delays or a requirement to make a return visit to the site, this will involve additional charges to the Customer by the Company.
- 6.8 The Customer shall apply for and obtain prior to commencement of installation by the Company, all building, erection or related permits, licences, inspections and surveys necessary for the installation of the Product in accordance with all regulations. The Customer shall indemnify the Company for any costs or expenses incurred by the Company due to the Customer's failure to obtain such consent, licences or approvals.
- 6.9 In the event that the Customer has chosen to install the Product, by other than the Company's employees or subcontractors, then the Customer warrants that it has all relevant Public Liability insurance in place for such installation work and the Company will accept no liability whatever in connection with the installation. No responsibility will be accepted by the Company in regard to any defects, misconfiguration, overloading, misuse or any such detrimental occurrence which may arise from such installation or as a result of non-compliance with obligations under Health & Safety Executive, Building Regulations or Fire Officer requirements.

7 Risk and Title

- 7.1 Risk shall pass to the Customer (so that the Customer is then responsible for all loss or deterioration of the Product or for any damage occurring):-
 - 7.1.1 if the Company is responsible for delivering or arranging for delivery of the Product, at the time when the Product arrives at the place for delivery; or
 - 7.1.2 in all other circumstances, at the time when the Product leaves the premises of the Company; or
 - 7.1.3 on completion of installation
- 7.2 Title in the Product shall only pass to the Customer if the Customer has paid to the Company all sums (including any default interest) due from it to the Company under this Contract.
- 7.3 Until such time as Title in the Product passes to the Customer, the Customer shall hold the Product as the Company's fiduciary agent and bailee and shall keep the Product separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. During such time as the Customer possesses the Product with the Company's consent, the Customer may in the normal course of its business be entitled to use or re-sell the as principal but without committing the Company to any liability to the person dealing with the Customer.
- 7.4 Until such time as title in the Product passes to the Customer (and provided the Product is still in existence and has not been re-sold), the Company shall be entitled at any time to require the Customer to deliver up the Product to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Product. The Customer warrants that it is authorised to grant this licence to enter such premises.
- 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 Product which remain the property of the Company, but if the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 7.6 The Customer or any director(s) thereof shall not apply to the Court under paragraph 22 of Schedule BI ("BI") of the Insolvency Act of 1986 for the appointment of an administrator without giving 14 days' notice to the Company. From the date of the said notice the Customer shall not be entitled to remain in possession of any of the Company's Products and the Company may recover or resell the Product and enter upon the premises where the Products are stored in accordance with sub-clause (7.3) above. The appointment of an administrator without the aforesaid notice or the appointment of an administrator by any other person so entitled to appoint (i.e. a creditor or holder of a qualifying floating charge pursuant to paragraph 14 of BI) shall be deemed to be a fundamental breach of Contract and, as such, give the Company the immediate right to terminate the Contract without any liability.

8 Warranties

- 8.1 The Company shall under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions or any instructions of the manufacturers or supplier of the Product (whether oral or in writing), misuse or alteration or repair of the Product without the Company's approval.
- 8.2 Except as expressly provided in these Conditions, all warranties, conditions or other terms express, implied, statutory, customary or otherwise are excluded to the fullest extent permitted by Law.
- 8.3 The Customer shall inspect the Product immediately upon delivery of the Product. In the event that the Customer has any complaint relating to a defect in the quality or condition of the Product or their failure to correspond with any specification, the Customer shall notify the Company immediately in writing (by registered mail) upon delivery of the Product or immediately in writing (by registered mail) upon discovery of the defect or failure where the defect or failure was not apparent on a reasonable inspection.

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- 8.4** Where the Customer has a valid complaint in relation to the Product which is notified to the Company in accordance with these Conditions, the Company shall be entitled to repair or replace the Product (or the part in question) free of charge and the Company shall have no further liability whatsoever to the Customer. For the avoidance of doubt, the Company shall not be obliged to provide any of the aforementioned remedies to the Customer in respect of defects not apparent on a reasonable inspection if the customer has failed to notify any such complaint to the Company within the guarantee period of the product in question.
- 8.5** Loss, shortages or damage in delivery or any instalment delivery shall not be a ground for termination of the Contract or the remainder of the Contract, but should be reported to the Company pursuant to Clause 5.8.
- 8.6** The Customer agrees to provide the Company with all reasonable assistance necessary to procure the recall of Products if the Company notifies the Customer of any concern or defect affecting the Product. For the avoidance of doubt, the Customer shall be responsible for its own costs in relation to such circumstances.
- 8.7** The Company shall not be liable for and the Customer shall indemnify the Company against all costs, claims, liabilities and expenses incurred by the Company arising from any use by the Customer of the Product after the Customer becomes or should reasonably be aware of a defect.

9 Liability

- 9.1** The Company does not exclude liability arising under Section 12 of the Sale of Goods Act 1979 (good title) (as amended) or for death or personal injury caused by its negligence.
- 9.2** Notwithstanding clause (9.1) above, the Company shall have no liability to the Customer (whether for breach of contract, tort (including, but not limited to negligence), or for any breach of statutory duty) for any of the following losses or damages suffered or incurred by the Customer:-
 - 9.2.1** any loss of profit;
 - 9.2.2** any loss or damage to goodwill;
 - 9.2.3** any loss of anticipated savings;
 - 9.2.4** any increased costs;
 - 9.2.5** any loss of revenue; and
 - 9.2.6** any special, indirect or consequential losses or damages.
- 9.3** Without prejudice to clauses (9.1) and (9.2) above, the Company's total aggregate liability for all claims made by the Customer in relation to the Contract (whether arising through a breach of contract, tort (including, but not limited to, negligence) or any statutory duty) shall not exceed the price payable to the Customer for the Product giving rise to the claim.
- 9.4** The Customer shall indemnify the Company for all actions, claims, costs, losses, damages and proceeding (including, without limitation, costs and expenses for legal actions in which the Company may be involved) which the Company may incur, if any claim or claims shall be made against the Company, pursuant to the Consumer Protection Act 1987 ("**Act**") or otherwise, in which the Product supplied by the Customer are either:-
 - 9.4.1** not the defective part of the other product, or
 - 9.4.2** are only rendered the defective part or became defective by reason of acts or omissions of the Customer or a third party, or
 - 9.4.3** are supplied in accordance with specification or drawings furnished by, or on behalf of, the Customer. For the purpose of this clause only, "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Act.

10 Orders and Specifications

- 10.1** In cases where the Customer provides drawings, designs, models or specifications (together referred to as "Drawings") for the purpose of enabling the Company to provide Product according to the Customer's design, the Customer shall indemnify the Company and keep the Company indemnified against all actions, claims, costs, expenses, damages or losses arising from any infringement of any patent, trademark, design or copyright other industrial or intellectual property right of any other person in the use of the Drawings. Furthermore, the Company shall have no responsibility or liability for any defects in the Product caused by any deficiency in any specification in the Drawings provided by the Customer.
- 10.2** The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification and the Drawings) submitted by the Customer, and for giving the Company any necessary information relating to the Product within a sufficient time to enable the Company to perform the Contract. The Customer shall also be responsible for checking the accuracy of the Company's list of materials form and shall immediately notify the Company if the list of materials form is inaccurate in any way.
- 10.3** The Company reserves the right to make any changes in the specification of the Product which are required to conform with any applicable safety or other statutory requirements and, in addition, where the Product is to be supplied to the Customer's specification, shall be entitled (but not obliged in any way) to make any changes to the specification which do not materially affect their quality or performance.

11 Cancellation and Amendment

- 11.1** No order which has been accepted by the Company may be cancelled or amended by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), charges and expenses incurred by the Company as a result of cancellation or amendment.
- 11.2** The Company reserves the right to charge the Customer no less than 40% of the Contract dependent on the Product. This will be way of liquidated damages that are agreed between the Company and the Customer in advance by way of genuine pre-estimate where possible for the administrative burden imposed on the Company by the Contract formation process and subsequent cancellation, and to take into account the fact that Product will usually be tailored specifically for the Customer and the cost to the Company will be high. It is not possible to be precise in advance in such cases but the liquidated damages will be no less than 40% of the Contract value for these reasons and will be compensation to the Company for its losses and expenses in arranging the supply of the Product under the Contract and in recognition of the fact that the Product may not be used by the Company in any other customer order.

12 Intellectual Property

- 12.1** All drawings, documents, confidential records, computer software and other information supplied by the Company, whether produced by itself or a third party, are supplied on the express understanding that copyright is reserved to the Company (or the third party) and that the Customer will not, without the written consent of the Company, give away, loan, exhibit or sell any drawings, documents, records, software or other information or extracts from them or copies of them or use them in any way except in connection with the Product in respect of which they are issued. In addition, any Intellectual Property Rights including, but not limited to, any design right or copyright created in relation to the Product will vest in the Company where the Product is commissioned by the Customer, whether or not for a separate fee. All such items shall also be Confidential Information

13 Insolvency of Customer

- 13.1** This clause applies if the Customer, being an individual becomes bankrupt or makes a composition arrangement with his creditors or, being incorporated:-
 - 13.1.1** goes into liquidation or has an administrator appointed; or
 - 13.1.2** becomes insolvent (including without limitation being unable to pay its debts within the meaning of S123 Insolvency Act 1986 or makes a composition or arrangement with its creditors; or
 - 13.1.3** has an administrative receiver or a receiver appointed over all or any part of its assets or undertakings; or
 - 13.1.4** ceases or threatens to cease, to carry on business; or
 - 13.1.5** if the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly; or
 - 13.1.6** anything analogous to any of the events in sub-clause (13.1.1) to (13.1.6) inclusive occurs in relation to the Customer under the Law of any jurisdiction in relation to which the Customer is subject.
- 13.2** In the event of any of the foregoing, the Company shall be entitled, without prejudice to any other right or remedy available to the Company, to cancel any further deliveries under the Contract without any liability to the Customer, and if the Product has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreements or arrangements to the contrary.

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14 Law and Dispute Resolution

- 14.1** The Contract shall be governed by and construed in accordance with the Laws of England and, subject to condition (14.2) the parties submit to the exclusive jurisdiction of the English Courts in relation to any matter or dispute connected with the Contract.
- 14.3** Should a dispute arise, the parties shall use reasonable endeavours to promptly negotiate in good faith and settle amicably any dispute that may arise in relation to the Contract or breach thereof within 14 days of notification by one party to the other of such dispute. This shall not be construed as restricting, in any way, the Company's right to take legal action against the Customer for any amounts outstanding under invoices delivered by the Company to the Customer.

15 Force Majeure

- 15.1** The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract, if and to the extent that the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control; Act of God, explosion, flood, weather, fire or accident, war or threat of war, sabotage, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

16 General

- 16.1** The Contract is entered into between the Company and the Customer as principals and the Customer shall not be entitled to assign the benefit or burden of it or of any interest in it without the prior written consent of the Company. The Company shall be entitled to sub-Contract the whole or part of its obligations under the Contract and to assign its interest in the Contract.
- 16.2** No variation to these Conditions shall be binding unless agreed in writing between authorised representatives of the Customer and the Company.
- 16.3** A failure by the Company to exercise, or a delay in exercising, any right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Company may otherwise have and no single or partial exercise of any right or remedy under this Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 16.4** Any waiver by the Company of a breach of any of the terms of this Contract or of any default under this Contract shall not be deemed a waiver by the Company of any subsequent breach or default and shall not affect the other terms of this Contract.
- 16.5** If these Conditions shall become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other corresponding provisions corresponding as closely as possible with the void provisions.
- 16.6** A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contract (Rights of Third Parties) Act 1999 (the "TP Act") to enforce any of these Conditions. Any right or remedy of a third party which exists or is available apart from the TP Act is not affected.

Valid from 1 July 2026