

MACH ONE DESIGN EQUIPMENT LIMITED
STANDARD EQUIPMENT SUPPLY TERMS AND CONDITIONS

1. Definitions And Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions **(Conditions)**.

Agreement: the agreement as described in Condition 2;

Charges: the charges payable for the Equipment as set out in the Quotation;

Conditions: these equipment supply terms and conditions;

Confidential Information: has the meaning set out in Condition 14;

Customer: the person, firm or company to whom the Quotation is addressed;

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Defect: any and all errors, omissions or failures in the Equipment by reason of which the Customer is in breach of its obligations or Warranties under this Agreement (and Defective will be construed accordingly);

Equipment: the equipment (including the Software) being supplied as set out in the Agreement;

Force Majeure: an event which falls within one or more of the following categories: riot; civil unrest; military action or terrorism; damage to or destruction of premises or equipment; earthquake, storm, flood or other natural disaster; deliberate sabotage of or malicious damage to equipment or data (not attributable to the Customer or any of its employees, agents or sub-contractors); industrial action, strikes or lock-outs by employees of third parties (excluding suppliers or permitted sub-contractors of the Customer except where no substitute is reasonably available); inability to obtain supplies of power, fuel or transport; exercise of emergency powers by any United Kingdom governmental authority whether national, regional or local;

Intellectual Property Rights (IPR): all patents, copyrights and related rights, database rights, design rights, trade marks, service marks, trade names, rights in undisclosed or confidential information (such as know how, trade secrets and inventions (whether patentable or not)) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world;

Mach One: Mach One Design Equipment Limited (registered number 03179786) of registered office, The Old Court House, 38 High Street, Steyning, West Sussex, England, BN44 3YE;

Manufacturer: the manufacturer of the Equipment;

Manufacturer Warranties: the standard warranties provided by the Manufacturer for a period of no more than 12 months in relation to the Equipment;

Party: Mach One or the Customer (and Parties shall be construed accordingly);

Quotation: a quotation provided to the Customer by Mach One for the Equipment to which these Conditions apply;

Software: the software which is an integral part of the Equipment and which is supplied as part of the Equipment;

Software Licence: the licence as set out at Condition 7;

Specification: the description or specification of the Equipment as set out in this Agreement;

Working Day: between the hours of 09.00 and 17.30 on any day (other than a Saturday or Sunday) on which the clearing banks are open for normal banking business in England.

1.2 In these Conditions (except where the context otherwise requires):

- 1.1.1 any reference to a Condition is to the relevant clause of these Conditions;
- 1.1.2 headings are included for convenience only and shall not affect the construction or interpretation of the Agreement;
- 1.1.3 words importing a particular gender or number do not exclude other genders or numbers;
- 1.1.4 references to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it all as from time to time amended, consolidated or re-enacted;
- 1.1.5 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.

2. Agreement

2.1 The Agreement between Mach One and the Customer consists of:

- 2.1.1 a Quotation (and any schedules to a Quotation);
- 2.1.2 these Conditions;
- 2.1.3 any documents expressly incorporated into a Quotation.

2.2 If there is any conflict or inconsistency between any of the above, they shall have the following order of precedence: first the Quotation (and its schedules), second these Conditions and third any documents referred to in Condition 2.1.3.

2.3 All Quotations are governed by the terms of the Agreement and shall prevail over any terms put forward by the Customer unless Mach One agrees to them in writing. No conduct by Mach One shall be deemed to constitute acceptance of any terms put forward by the Customer.

2.4 Each order or acceptance of a Quotation by the Customer shall be deemed to be an offer by the Customer to purchase the Equipment subject to the terms of the Agreement. The Customer shall ensure that its order is complete and accurate.

- 2.5 No terms or conditions endorsed on, delivered with or contained in the Customer's purchaser order, confirmation of order, specification or other document shall form part of the Agreement simply as a result of such document being referred to in the Agreement.
- 2.6 A binding contract shall not come into existence between Mach One and the Customer unless and until Mach One issues a written order acknowledgement to the Customer, or Mach One delivers the Equipment to the Customer (whichever occurs earlier).
- 2.7 A Quotation is given on the basis that no Agreement shall come into existence until Mach One despatches an acknowledgement of order to the Customer. Any Quotation is valid for a period of fourteen (14) days only from its date, provided that Mach One has not previously withdrawn it.
- 2.8 No order or acceptance of a Quotation which has been acknowledged by Mach One may be cancelled by the Customer, except with the agreement in writing of Mach One and provided that the Customer indemnifies Mach one in full against the loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by Mach One as a result of cancellation.
- 2.9 Mach One may deliver the Equipment by separate instalments if necessary. Each separate instalment shall be invoiced and paid for in accordance with the provisions of this Agreement. Each instalment shall be separate and no cancellation or termination by either party of any one contract relating to an instalment shall entitle the Customer to repudiate or cancel any other contract or instalment.

3. Specification, Quantity And Description

- 3.1 The quantity, quality and description of the Equipment shall, subject as may otherwise be provided for elsewhere in this Agreement, be as specified in the Quotation and/or in any applicable Specification supplied by Mach One to the Customer.
- 3.2 The quantity and description of the Equipment shall be as set out in Mach One's acknowledgement of order or (if there is no acknowledgment of order) quotation.
- 3.3 All samples, drawings, descriptive matter, specifications and advertising issued by Mach One, and any descriptions or illustrations contained in Mach One's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 3.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Mach One shall be subject to correction without any liability on the part of Mach One.
- 3.5 Mach One reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Mach One shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to Mach One.
- 3.6 Mach One's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

4. Delivery Of Equipment, Acceptance, Risk And Title

- 4.1 Unless otherwise agreed in writing by Mach One, delivery of the Equipment shall take place at Mach One's place of business.

- 4.2 Risk in the Equipment will pass to the Customer from the time of delivery to the Customer.
- 4.3 Mach One shall use its reasonable endeavours to deliver the Equipment on the date or dates specified in the Supplier's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Equipment and the Supplier is not in any circumstances liable for any delay in delivery, however caused.
- 4.4 Delivery shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 4.5 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 4.6 Title or licence to use the Equipment shall pass to the Customer on the later of completion of delivery or when Mach One has received in full, in cleared funds, all sums due to it in respect of the Equipment and all other sums which are or will become due to Mach One from the Customer on any account.
- 4.7 Until ownership or licence of the Equipment has passed to the Customer the Customer shall:
- 4.7.1 hold the Equipment on a fiduciary basis as Mach One's bailee;
 - 4.7.2 store the Equipment (at no cost to Mach One) separately from all other Equipment of the Customer or third party in such a way that they remain readily identifiable as Mach One's property;
 - 4.7.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - 4.7.4 maintain the Equipment in satisfactory condition and keep it insured on Mach One's behalf for its full price against all risks to the reasonable satisfaction of Mach One. On request the customer shall produce the policy of insurance to Mach One.
- 4.8 The Customer's right to possession of the Equipment shall terminate immediately if:
- 4.8.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 4.8.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his property or obtained against him/it, or fails to observe or perform any of his obligations

under the Agreement or any other contract between Mach One and the Customer, or is unable to pay his debts within the meaning of s.123 of the Insolvency Act 1986 or the Customer ceases to trade; or

4.8.3 the Customer encumbers or in any way charges any of the Equipment.

- 4.9 Mach One shall be entitled to recover payment for the Equipment notwithstanding that ownership of the Equipment has not passed from Mach One.
- 4.10 The Customer grants Mach One, its agents and employees an irrevocable licence at any time to enter the premises where the Equipment is or may be stored in order to inspect it or, where the Customer's right to possession has terminated, to recover them.
- 4.11 Where Mach One is unable to determine whether the Equipment is the Equipment in respect of which the Customer's right to possession has terminated, Mach One shall be deemed to have sold all Equipment of the kind sold by Mach One to the Customer in the order in which they were invoiced to the Customer.
- 4.12 On termination of the Agreement, howsoever caused, Mach One's (but not the Customer's) rights contained in this Condition 4 shall remain in effect.
- 4.13 Any dates specified by Mach One for delivery of the Equipment are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified in the Quotation, delivery shall be within a reasonable time.
- 4.14 Mach One may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Agreement.
- 4.15 Each instalment shall be a separate Agreement and no cancellation or termination of any one Agreement relating to an instalment shall entitle the Customer to repudiate or cancel any other Agreement or instalment.
- 4.16 If for any reason the Customer fails to accept delivery of any of the Equipment when they are ready for delivery or Mach One is unable to deliver the Equipment on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- 4.16.1 risk in the Equipment shall pass to the Customer (including for loss or damage caused by Mach One's negligence);
 - 4.16.2 the Equipment shall be deemed to have been delivered; and
 - 4.16.3 Mach One may store the Equipment until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.17 Subject to the other provisions of these Conditions Mach One shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Equipment (even if caused by Mach One's negligence), nor shall any delay entitle the Customer to terminate or rescind the Agreement unless such delay exceeds 180 days.

5. Quality

- 5.1 Mach One shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Mach One.
- 5.2 Mach One reserves the right, but does not assume the obligation, to make any changes in the Specification which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 5.3 Mach One warrants on delivery that the Equipment shall:
- 5.3.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 5.3.2 be fit for purpose;
 - 5.3.3 subject to Condition 5.2, conform in all respects with the Specification; and
 - 5.3.4 the Equipment will comply with all relevant statutory requirements and standards issued from time to time in the United Kingdom.
- 5.4 Mach One shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.
- 5.5 Mach One shall not be liable for a breach of any of the warranties in Condition 5.3 unless:
- 5.5.1 the Customer gives written notice of the defect to Mach One and, if the defect is as a result of damage in transit to the carrier, within seven (7) days of the time when the Customer discovers or ought to have discovered the defect; and
 - 5.5.2 Mach One is given a reasonable opportunity after receiving the notice of examining such Equipment and the Customer (if asked to do so by Mach One) returns such Equipment to Mach One's place of business at Mach One's cost for the examination to take place there.
- 5.6 Mach One shall not be liable for breach of any of the warranties in Condition 5.3 if:
- 5.6.1 the Customer makes any further use of such Equipment after giving such notice; or
 - 5.6.2 the defect arises because the Customer failed to follow Mach One's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
 - 5.6.3 The Customer alters or repairs such Equipment without the written consent of Mach One.
- 5.7 Subject to Condition 5.6 and Condition 5.6, if any of the Equipment does not conform with the warranties in Condition 5.3 Mach One shall at its option repair or replace such Equipment (or the defective part) or refund the price of such Equipment at the pro rata Agreement rate provided that, if Mach One so requests, the Customer shall, at Mach One's expense, return the Equipment or the part of such Equipment which is defective to Mach One.
- 5.8 If Mach One complies with Condition 5.7 it shall have no further liability for a breach of any of the warranties in Condition 5.3 in respect of such Equipment.

6. Price And Payment

- 6.1 The Charges will be stated in the Quotation and unless agreed otherwise by Mach One in writing will be exclusive of VAT and delivery.
- 6.2 Mach One reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Equipment as has not been delivered to reflect any increase in the cost to Mach One which is due to any factor beyond the control of Mach One (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs passed on from the manufacturer), any change in delivery dates, quantities or specifications for the Equipment which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Mach One adequate information or instructions.
- 6.3 Subject to any specific invoicing and payment terms set out in the Quotation Mach One is entitled to issue an invoice for the Charges on delivery.
- 6.4 Invoices issued in accordance with the Agreement will be payable by the Customer within seven (7) days after the date of issue by Mach One and time shall be of the essence.
- 6.5 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to Mach One, Mach One may:
- 6.5.1 terminate the Agreement or suspend any further deliveries of Equipment (whether ordered under the same Agreement or not) to the Customer;
 - 6.5.2 appropriate any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other Agreement between the Customer and Mach One) as it thinks fit (despite any purported appropriation by the Customer);
 - 6.5.3 charge interest on such sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.5.4 suspend all further delivery, installation or warranty service until payment has been made in full;
 - 6.5.5 make a storage charge for any undelivered Equipment at its current rates from time to time;
 - 6.5.6 stop any Equipment in transit; and
 - 6.5.7 make a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to Mach One. Mach One shall be entitled, on the expiry of fourteen (14) days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 6.6 All sums payable to Mach One under the Agreement shall become due immediately on its termination, despite any other provision of the Agreement. This Condition 6.6 is without prejudice to any right to claim for interest under the law, or any right under the Agreement.
- 6.7 Mach One may, without prejudice to any other rights it may have, set off any liability of the Customer to Mach One against any liability of Mach One to the Customer.

7. Software Licence

- 7.1 If Mach One refers to a Software Licence in the Quotation or Specification the price of the Equipment includes the licence fee for the Customer's right to use the software. The Customer should be aware that any Software Licence will have been given by the Manufacturer.
- 7.2 If the Customer is provided with any operating system Software Licence in respect of the Software the Customer shall adhere to the terms of use provided by the Software Licence provider and use of the Equipment is subject to the aforementioned terms.

8. Intellectual Property Rights

- 8.1 If Mach One applies any process to the Equipment in accordance with a Specification submitted or prepared by the Customer, or any other information provided by the Customer, the Customer shall indemnify and keep indemnified Mach One against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by Mach One in connection with or paid and agreed to be paid by Mach One in settlement of any claim for infringement of any third party Intellectual Property Rights which results from Mach One's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of Mach One.
- 8.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of Mach One or (as the case may be) a third party owner.
- 8.3 Mach One shall retain the property and copyright in all documents supplied to the Customer in connection with the Agreement and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of Mach One.
- 8.4 Mach One's Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of Mach One and the Customer shall not at any time make any unauthorised use of such Intellectual Property rights nor authorise or permit any of its agents or contractors or any other person to do so.
- 8.5 In relation to the Software:
- 8.5.1 the Customer acknowledges that it is buying only the Licence and the accompanying user manuals;
 - 8.5.2 nothing contained in these Conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and
 - 8.5.3 the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals and shall comply with all licence agreements, terms of use and registration requirements relating to them.

9. DATA PROTECTION AND DATA PROCESSING

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 9.1, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic**

UK Law means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 9.3 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.
- 9.4 Without prejudice to the generality of clause 9.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 9.4.1 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 9.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
 - 9.4.3 notify the Customer without undue delay on becoming aware of a Personal Data breach; and
 - 9.4.4 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.

10. TERMINATION

- 10.1 The Agreement may be terminated immediately by notice in writing:
- 10.1.1 by Mach One if the Customer breaches the payment terms in Condition 6.4;
 - 10.1.2 by either Party if the other Party is in material or continuing breach of any of its obligations under the Agreement and fails to remedy the same (if capable of remedy) for a period of thirty (30) days after written notice of the breach by the other Party;
 - 10.1.3 by either Party if any of the following events occur in respect of the other Party:
 - (a) a proposal is made for a voluntary arrangement within Part I of Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

- (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or for the making of an administration order, or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened pursuant to s.98 of Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) it is or becomes insolvent within the meaning of s.123 Insolvency Act 1986.

11. CONSEQUENCES OF TERMINATION

11.1 If the Agreement is terminated for any reason:

- 11.1.1 any sums due to Mach One will become immediately payable by the Customer without set-off or deduction; and
- 11.1.2 each Party will immediately cease use of (and at the direction of the other Party return or destroy) the other Party's Confidential Information and IPR and any Software Licence;

11.2 Termination of the Agreement howsoever caused will:

- 11.2.1 be without prejudice to any obligations or rights of either of the Parties hereto accrued prior to such termination; and
- 11.2.2 not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after such termination.

12. LIMITATION OF LIABILITY

- 12.1 If Mach One's delivery of the Equipment is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, Mach One shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention, delay or loss.
- 12.2 Nothing shall exclude or limit the liability of Mach One for the death or personal injury caused by negligence or for any matter which it would be illegal for Mach One to exclude or attempt to exclude its liability.
- 12.3 The aggregate liability of Mach One to the Customer in respect of all losses, damages, costs, claims or expenses or depletion of goodwill suffered by the Customer arising out of or in connection with any breach by Mach One of the terms of the Agreement, these Conditions or any tort or breach of statutory duty in connection with Mach One's obligations under an Agreement or these Conditions shall be limited to the Charges.
- 12.4 Mach One shall not be liable for any consequential loss, loss of profit, indirect loss, damage or liability howsoever arising.

13. FORCE MAJEURE

- 13.1 Mach One reserves the right to defer the date of delivery or to cancel the Agreement or reduce the volume of the Equipment ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Mach One including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or

other labour disputes (whether or not relating to either Party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that if the event in question continues for a continuous period in excess of sixty (60) days the Customer shall be entitled to give notice in writing to Mach One to terminate the Agreement.

14. CONFIDENTIALITY

14.1 Each Party recognises that under the Agreement it may receive trade secrets and confidential or proprietary information belonging to the other, including but not limited to information concerning technology, services, software packages, marketing plans, forecasts, end users, financial or contractual arrangements or other dealings, transactions or affairs, reports or, recommendations. Subject to the exclusions detailed in Condition 14.2, all such information which is designated as confidential or is otherwise clearly confidential in nature constitutes "Confidential Information". Each Party agrees:

14.1.1 not to divulge Confidential Information belonging to the other to any third party (including a sub-contractor) without the prior written consent of the other; and

14.1.2 only to divulge Confidential Information belonging to the other to any of its or the other Party's employees, agents or contractors who need to know it for the purpose of the Agreement and who have agreed to be bound by these obligations of confidentiality.

14.2 The following will not be Confidential Information for the purposes of the Agreement:

14.2.1 any information in the public domain otherwise than by a breach of the Agreement;

14.2.2 information obtained from a third party without an obligation (express or implied) to keep the information confidential;

14.2.3 information lawfully in the possession of the receiving Party thereof before use or divulgence as aforesaid;

and neither Party will be in breach of Condition 14.1 by reason only of disclosing Confidential Information which is required to be disclosed by any applicable law or to a court in the course of proceedings before it or to any regulatory body (including any investment exchange) acting in the course of its duties or to any professional adviser of such Party who also has an obligation to keep any such Confidential Information confidential.

14.3 If requested by Mach One, the Customer undertakes to procure that its employees, agents and permitted sub-contractors will each sign a non-disclosure agreement with Mach One.

14.4 The obligation in Condition 14.1 above will survive the termination of the Agreement and, in respect of each particular item of Confidential Information, until such time as that item of Confidential Information reaches the public domain other than through the default of either Party hereto or any of its employees, agents, contractors or permitted sub-contractors

15. ENTIRE AGREEMENT

15.1 The Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties relating to such matters.

15.2 Each of the Parties acknowledges and agrees that in entering into the Agreement and the documents referred to in it, it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement.

16. SEVERABILITY

16.1 If any provision of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

17. WAIVER

17.1 No failure or delay by either Party in enforcing its rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

18. THIRD PARTY RIGHTS

18.1 No term of the Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties Act 1999) or otherwise).

19. RELATIONSHIP OF THE PARTIES

19.1 Nothing in the Agreement is intended to create a partnership between the Parties, or to authorise either Party to act as agent for the other. Save where expressly so stated in the Agreement neither Party will have authority to act in the name or on behalf of or otherwise to bind the other.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 The Customer shall not sub-licence, assign or transfer in any way any of the Agreement or any benefits or interests arising under the Agreement on a temporary or permanent basis without the prior written consent of the other Party.

20.2 Notwithstanding Condition 20.1, Mach One shall be entitled to assign, novate, sub-contract or transfer all of its rights and/or obligations hereunder (including the Software Licence) provided that it shall give written notification to the Customer of any exercise of its rights under this Condition.

21. NOTICES

21.1 Notices will be delivered or sent to the addresses of the Parties on the Quotation or to any replacement address notified by either Party to the other in accordance with this Condition 21. Any notice must be in writing and may be delivered personally or by recorded delivery post or first class mail or email. Correctly addressed notices sent by first-class mail will be deemed to be delivered two (2) Working Days after posting. Correctly directed emails will be deemed to have been received instantaneously on sending. Each Party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed in which event a notice will not be validly given unless so addressed.

22. SET-OFF

22.1 Mach One shall be entitled to set off any liability of the Customer to Mach One against any liability of Mach One to the Customer.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement is governed by and shall be interpreted in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.