

- Automated Swing and Sliding Gate Systems
- Automatic Barrier Systems
- Access Control Systems
- Pedestrian Access Solutions

## 1 Interpretation

### 1.1 In these Terms:

“CUSTOMER” means the person who accepts Hi-Tec’s quotation or estimate for the sale of the Goods and/or the supply of Services or whose order for the Goods and/or the Services is accepted by Hi-Tec;

“GOODS” means the goods (including any instalment of the goods or any parts for them and whether sold separately or in connection with the supply of any Services) which Hi-Tec is to supply in accordance with these Terms;

“HI-TEC” means Hi-Tec Controls (Bolton) Limited (registered in England and Wales under number 04553503);

“SERVICES” means the services including the installation of the Goods (whether supplied separately or in connection with the sale of any Goods) which Hi-Tec is to supply in accordance with these Terms;

“CONTRACT” means the contract for the sale and purchase of the Goods and/or the supply of Services;

“TERMS” means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Customer and Hi-Tec;

“WRITING”, and any similar expression, includes facsimile transmission, e-mail and comparable means of electronic communication.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

## 2 Basis of the Sale

2.1 Hi-Tec shall sell the Goods and/or supply the Services and the Customer shall purchase the Goods and/or Services in accordance with Hi-Tec’s quotation or estimate (if accepted by the Customer), or the Customer’s order (if accepted by Hi-Tec), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation or estimate is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Customer and Hi-Tec.

2.3 Hi-Tec’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by Hi-Tec in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by Hi-Tec or its employees or agents to the Customer or its employees or agents as to the storage, application, maintenance or use of the Goods which is not confirmed in Writing by Hi-Tec is followed or acted upon entirely at the Customer’s own risk, and accordingly Hi-Tec shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 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 Hi-Tec shall be subject to correction without any liability on the part of Hi-Tec.

## 3 Orders and specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by Hi-Tec unless and until confirmed by Hi-Tec’s authorised representative.

3.2 The Customer shall be responsible to Hi-Tec for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving Hi-Tec any necessary information relating to the Goods and the Services within a sufficient time to enable Hi-Tec to perform the Contract in accordance with its terms.

### 3.3 Subject to these Terms:

3.3.1 The quantity of the Goods shall be as set out in Hi-Tec’s quotation or estimate (if accepted by the Customer) or the Customer’s order (if accepted by Hi-Tec);

3.3.2 Unless otherwise agreed in writing by Hi-Tec, the quality and description of the Goods and any specification for them shall be:

3.3.2.1 in the case of Goods manufactured by Hi-Tec, as set out in Hi-Tec’s current catalogue or literature relating to the Goods and

3.3.2.2 in the case of all other Goods, as set out in the current catalogue or literature for the same issued by the relevant manufacturer of the Goods; and

3.3.3 any Services shall unless otherwise agreed in writing by Hi-Tec be provided in accordance with Hi-Tec’s current catalogue or literature relating to the Services from time to time. Further details about the Services which are not given in Hi-Tec’s current literature may be made available on request,

subject in each case to any qualifications or representations contained in any such catalogues or literature.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Hi-Tec or any Services or other work is to be undertaken in accordance with a specification submitted by the Customer, the Customer shall indemnify Hi-Tec against:

3.4.1 all loss, damages, costs and expenses awarded against or incurred by Hi-Tec in connection with, or paid or agreed to be paid by Hi-Tec in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, if any, which results from Hi-Tec’s use of the Customer’s specification; and

3.4.2 all loss, damages, costs and expenses awarded against or incurred by Hi-Tec in connection with, or paid or agreed to be paid by Hi-Tec in settlement of, any claim which results from Hi-Tec’s reliance on the Customer’s specification.

3.5 Hi-Tec reserves the right at any time and without notifying the Customer to make any changes to the Goods and/or Services which are necessary or required to conform or comply with any applicable statutory or E.U. requirements or which do not materially affect the nature, quality or performance of the Goods and/or the Services.

3.6 The Contract may not be cancelled by the Customer except with the agreement in Writing of Hi-Tec and on terms that the Customer shall indemnify Hi-Tec in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Hi-Tec as a result of cancellation.

## 4 Price of the goods and/or charges for Services

4.1 The price of the Goods and/or charges for the Services shall be Hi-Tec’s quoted price and/or charges or, where no price or charge has been quoted or where a price or quoted charge has only been estimated or where a quoted price is no longer valid, the price of Goods shall be Hi-Tec’s standard price for such Goods, or, as the case may be, the relevant manufacturer’s then current retail price list for the same and the charges for the Services shall be Hi-Tec’s then current standard charges for the same.

4.2 All prices quoted are valid for 14 days, unless specified otherwise in the quotation (or estimate), only or until earlier acceptance by the Customer, after which time they may be altered by Hi-Tec without giving notice to the Customer.

4.3 Hi-Tec reserves the right, by giving notice to the Customer at any time before the delivery of the Goods, or the completion of the performance of the Services, to increase the price of the Goods or the charge for the Services to reflect any increase in the cost to Hi-Tec which is due to:

4.3.1 any factor beyond the control of Hi-Tec (such as, without limitation, any significant increase in the costs of labour, parts or materials or other costs of manufacture); and/or

4.3.2 any change in delivery dates, quantities or specifications for the Goods or any change in the timing nature or extent of or specifications for the Services which is requested by the Customer; and/or

4.3.3 any delay caused by any instructions of the Customer or failure of the Customer to give Hi-Tec adequate information or instructions.

4.4 Where clause 4.3.1 applies and the Customer is dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), Hi-Tec shall inform the Customer of any such increase in the price and/or charges and shall offer the Customer the opportunity to cancel the Contract or the relevant part of it to which the price increase relates. If such a Customer cancels the Contract or the relevant part of it then such Customer shall be liable to pay for any parts or materials or Goods supplied or Services or work undertaken by Hi-Tec prior to the cancellation of the Contract or the relevant part of it on the basis set out in clause 4.1.

4.5 Where only part of the Contract is cancelled the Customer’s liability to pay for the remainder of the Goods and Services (pursuant to the remaining part or parts of the Contract) shall be unaffected.

4.6 Except as otherwise stated in Hi-Tec’s quotation or estimate or in any price list of Hi-Tec, and unless otherwise agreed in Writing between the Customer and Hi-Tec, all prices and charges given by Hi-Tec are included in Hi-Tec’s quote or estimate.

4.7 The price of the Goods and the charge for Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Hi-Tec.

## 5 Terms of payment

5.1 Subject to any special terms agreed in Writing between the Customer and Hi-Tec:

5.1.1 Hi-Tec may invoice the Customer for the price of the Goods on or at any time after the delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Hi-Tec shall be entitled to recover the price from the Customer and invoice the Customer for the price at any time after Hi-Tec has notified the Customer that the Goods are ready for collection or (as the case may be) Hi-Tec has tendered delivery of the Goods;

5.1.2 Hi-Tec may invoice the Customer for the charges for the Services on or at any time after Hi-Tec has notified the Customer that the Services have been completed, unless the Customer wrongfully fails to allow completion of the Services, in which event Hi-Tec shall be entitled to recover the charges from the Customer and invoice the Customer for the charges at any time after Hi-Tec has notified the Customer that it is ready and willing to complete the Services in accordance with the Contract; and

5.1.3 Hi-Tec reserves the right to call for up to a 30% deposit or prepayment on account of the quoted or estimated price of the Goods and/or the quoted or estimated charges for the Services, notwithstanding that he same have not yet been delivered

or provided, and Hi-Tec shall not be obliged to deliver the Goods and/or provide the Services until such deposit or prepayment has been paid in cleared funds. Where the Contract is cancelled and, after setting off any amount payable to Hi-Tec pursuant to clauses 3.4, 4.3 and/or 4.5 any deposit or prepayment or any part thereof is due and payable to the Customer, Hi-Tec shall repay the amount due to the Customer accordingly.

5.2 Provided no previous invoice is overdue, the Customer shall be entitled to a prompt payment discount of 2% of the amount due and payable for the price of the Goods and the charges for the Services to which that invoice relates and shall be liable to pay VAT on the discounted charge only for payment within 14 days of the date of the Hi-Tec's invoice.

5.3 The Customer shall pay the price of the Goods and Services (less any discount to which the Customer is entitled, but without any other deduction) within 30 days of the date of Hi-Tec's invoice, and Hi-Tec shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.4 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Hi-Tec, Hi-Tec may:

5.4.1 cancel the contract or suspend delivery or supply (or any further deliveries or supplies) of Goods and/or Services to the Customer;

5.4.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods or services supplied under any other contract between the Customer and Hi-Tec) as Hi-Tec may think fit (notwithstanding any purported appropriation by the Customer); and

5.4.3 charge the Customer interest (both before and after any judgment) on the amount unpaid pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, being currently a rate of 8% per annum above The Bank of England base rate from time to time, until payment in full is made.

## **6 Delivery of the Goods**

6.1 Delivery of the Goods shall be made by Hi-Tec delivering the Goods to the delivery premises agreed between the Customer and Hi-Tec, or, where no delivery premises has been agreed, by the Customer collecting the Goods at Hi-Tec's premises at any time after Hi-Tec has notified the Customer that the Goods are ready for collection.

6.2 Any dates quoted for delivery of the Goods are approximate only and Hi-Tec shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Hi-Tec in Writing. The Goods may be delivered by Hi-Tec in advance of the quoted delivery date on giving reasonable notice to the Customer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Hi-Tec to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 If Hi-Tec fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Hi-Tec's reasonable control or the Customer's fault, and Hi-Tec is accordingly liable to the Customer, Hi-Tec's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Customer fails to take delivery of the Goods or fails to give Hi-Tec adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Hi-Tec's fault) then, without limiting any other right or remedy available to Hi-Tec, Hi-Tec may:

6.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract; or

6.5.3 where the Goods are not readily resalable for any reason, dispose of the Goods and charge the Customer for the price of the Goods under the Contract.

## **7 Installation of the Goods and Completion of the Services**

Where Hi-Tec has agreed in writing to install the Goods:

7.1 Before the agreed delivery date the Customer must;

7.1.1 inform Hi-Tec of any problems Hi-Tec or its agents may encounter in gaining access to the premises or any part of the premises in which the Goods are to be installed;

7.1.2 provide Hi-Tec with all information Hi-Tec requires in relation to the fabric and structure of the premises (or part thereof) in which or to which the Goods are to be installed;

7.1.3 ensure that part of the premises in or on which the Goods are to be installed are clear, clean and fully accessible for the purposes of carrying out the Services (including, without limitation, any removal of the customer's own goods in accordance with clause 7.3 below and the installation of the Goods); and

7.1.4 ensure Hi-Tec has access to a safe electricity supply sufficient for Hi-Tec's purposes;

and Hi-Tec reserves the right to recover from the Customer all costs and expenses incurred by Hi-Tec as a result of the Customer's failure to comply with these obligations.

7.2 If Hi-Tec encounters any conditions at the premises which the Customer has not informed Hi-Tec about or which were not immediately apparent when Hi-Tec inspected the premises prior to commencing installation of the Goods, Hi-Tec shall be entitled to

change the design and/or specification of the Goods and/or any specifications in the Services in accordance with clauses 4.3 to 4.5 inclusive above.

7.3 Unless otherwise agreed in writing between the authorised representatives of the Customer and Hi-Tec, if any goods or assets of the Customer which are to be removed or replaced by or in the course of installation of the Goods, such goods or assets shall upon removal or replacement belong to and be the absolute property of Hi-Tec who shall be free to use or dispose of the same as Hi-Tec sees fit.

7.4 Hi-Tec accepts no responsibility for any inevitable damage which is caused by the proper installation of the Goods and the Customer shall, unless otherwise agreed in writing by Hi-Tec, be responsible for all works of making good and redecoration required upon completion of such installation.

7.5 Any dates quoted for completion of the Services are approximate only and Hi-Tec shall not be liable for any delay in completion of the Services however caused. Time for completion shall not be of the essence of the Contract unless previously agreed by Hi-Tec in Writing. The Services may be provided by Hi-Tec in advance of the quoted date upon giving reasonable notice to the Customer.

7.6 Where the Services are to be provided in instalments, each provision shall constitute a separate contract and failure by Hi-Tec to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

7.7 Completion of the Services shall be made by Hi-Tec providing the Services in accordance with clause 3.3.3 above.

7.8 Once the installation of the Goods is completed;

7.8.1 Hi-Tec will leave the site and the premises clear of all rubbish and unused materials which had been brought to the site by Hi-Tec or its agents, employees or subcontractors; and

7.8.2 the Customer will be asked to sign an acceptance form to confirm its acceptance of Hi-Tec's obligation to install the Goods being fulfilled. The Customer must inspect the Goods thoroughly and test any fittings and fixtures to ensure that it is satisfied with them. If the Customer finds any faults it must note them on the acceptance form.

7.9 If Hi-Tec fails to complete the Services (or any instalment) for any reason other than any cause beyond Hi-Tec's reasonable control or the Customer's fault, and Hi-Tec is accordingly liable to the Customer, Hi-Tec's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar services to replace those not provided over the price of the Services.

## **8 Risk and property**

8.1 Risk of damage to or loss of the Goods shall pass to the Customer:

8.1.1 in the case of Goods to be delivered at Hi-Tec's premises, at the time when Hi-Tec notifies the Customer that the Goods are available for collection; or

8.1.2 in the case of Goods to be delivered and installed by Hi-Tec, on the completion of the installation of the Goods, or if the Customer wrongfully fails to allow completion of the installation of the Goods, the time of delivery in accordance with clause 8.1.3; or

8.1.3 in the case of any other Goods to be delivered otherwise than at Hi-Tec's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Hi-Tec has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Customer until Hi-Tec has received in cash or cleared funds payment in full of the price of the Goods and the Services and all other goods agreed to be sold or services agreed to be supplied by Hi-Tec to the Customer for which payment is then due.

8.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Hi-Tec's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Hi-Tec's property, but the Customer may resell or use the Goods in the ordinary course of its business.

8.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Hi-Tec may at any time require the Customer to deliver up the Goods to Hi-Tec and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and remove and repossess the Goods or any part thereof.

8.5 Where Goods have been removed pursuant to clause 8.4 above, Hi-Tec will not be liable to fill any hole(s) in the wall(s) of the premises which have been made as a necessary result of proper removal of the Goods or the fixings attached to the premises.

8.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Hi-Tec, but, if the Customer does so all moneys owing by the Customer to Hi-Tec shall (without limiting any other right or remedy of Hi-Tec) forthwith become due and payable.

## **9 Warranties and liability**

9.1 Subject to the following provisions Hi-Tec warrants that;

9.1.1 all Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire; and

9.1.2 all Services will be carried out with reasonable care and skill.

9.2 The above warranties are given by Hi-Tec subject to the following conditions:

9.2.1 Hi-Tec shall be under no liability in respect of any defect in the Goods or Services arising from any drawing, design or specification supplied by the Customer;

9.2.2 Hi-Tec shall be under no liability in respect of any defect arising from fair wear and tear misuse (including without limitation any use which is likely to place undue strain the any part of the Goods or use otherwise than as recommended by Hi-Tec), wilful damage, negligence, damage caused by abnormal weather conditions, failure to follow Hi-Tec's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods or the fixings to which the Goods are attached without Hi Tec's approval;

9.2.3 Hi-Tec shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price for the Goods and Services have not been paid by the due date for payment;

9.2.4 The Warranty in clause 9.1.1 does not extend to Goods parts, materials or equipment not manufactured by Hi-Tec, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee (and for the period of the same) as is given by the manufacturer to Hi-Tec;

9.2.5 Hi-Tec shall be under no liability under the Warranty in clause 9.1.1 unless the claim is notified to Hi-Tec within the period of the warranty or guarantee given by Hi-Tec in respect of the Goods;

9.2.6 Hi-Tec shall be under no liability under the Warranty in clause 9.1.2 unless the claim is notified to Hi-Tec within 30 days from the date the alleged breach of the Warranty in clause 9.1.2 has occurred.

9.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.

9.5 Where a valid claim in respect of any of the Goods and/or Services under the warranties in clause 9.1 is notified to Hi-Tec in accordance with these Terms, Hi-Tec may repair or replace the Goods (or the part in question) or rectify the Services free of charge or, at Hi-Tec's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), or the charges for the Services (or a proportionate part of the charge) in which case Hi-Tec shall have no further liability to the Customer.

9.6 Except in respect of death or personal injury caused by Hi-Tec's negligence, or liability for defective products under the Consumer Protection Act 1987, Hi-Tec shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Hi-Tec, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Services (including any delay in supplying or any failure to supply the Goods and/or Services in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of Hi-Tec under or in connection with the Contract shall not exceed the aggregate price of the Goods and the charge for the Services, except as expressly provided in these Terms.

9.7 Hi-Tec shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which is or are incomplete, incorrect or inaccurate.

9.8 Hi-Tec 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 Hi-Tec's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond Hi-Tec's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond Hi-Tec's reasonable control:

- 9.8.1 Act of God, explosion, flood, tempest, fire or accident;
- 9.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.8.4 import or export regulations or embargoes;
- 9.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Hi-Tec or of the Customer or a third party);
- 9.8.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9.8.7 power failure or breakdown in machinery.

#### 10 Indemnity

If a claim is made against the Customer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Customer, Hi-Tec shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:

10.1 Hi-Tec is given full control of any proceedings or negotiations in connection with the claim;

10.2 the Customer shall give Hi-Tec all reasonable assistance for the purposes of any such proceedings or negotiations;

10.3 except pursuant to a final award, the Customer shall not pay or accept the claim, or compromise any such proceedings without the consent of Hi-Tec (which shall not be unreasonably withheld);

10.4 the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers

any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

10.5 Hi-Tec shall be entitled to the benefit of, and the Customer shall accordingly account to Hi-Tec for, all damages and costs (if any) awarded in favour of the Customer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

10.6 without limiting any duty of the Customer at common law, Hi-Tec may require the Customer to take such steps as Hi-Tec may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Hi-Tec is liable to indemnify the Customer under this clause.

#### 11 Insolvency of Customer

11.1 This clause 11 applies if:

11.1.1 the Customer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or

11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

11.1.3 the Customer ceases, or threatens to cease, to carry on business; or

11.1.4 Hi-Tec reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.2 If this clause applies then, without limiting any other right or remedy available to the Hi-Tec, Hi-Tec may cancel the Contract or suspend any further deliveries of Goods and/or further performance of Services under the Contract without any liability to the Customer, and if the Goods have been delivered or the Services (or part thereof) have been supplied but not paid for the price (or the price for the Goods (or the parts thereof) delivered and the charge for the Services (or the parts thereof) supplied) shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 12 General

12.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by Hi-Tec of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

12.4 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

Please read the following declaration and sign where indicated. Please keep a copy of these Terms & Conditions for your reference.

I confirm that I understand and agree to the above Terms and Conditions.

**Signed:**

**Print:**

**Position:**

**Company:**

**Date:**