

The following terms specify the basis on which Ant Hire Solutions U.K. Ltd supply goods and/or services to its Customers. Please read these terms and conditions carefully. These terms and conditions form a legally binding contract between Ant Hire and the Customer. The Customer's attention is particularly drawn to the provisions of clause 14 (Limitation of liability).

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement.

<b>Ant Hire;</b>	Ant Hire Solutions U.K. Ltd registered in England and Wales with company number 12166702.
<b>Commencement Date;</b>	has the meaning given in clause 2.2.
<b>Conditions;</b>	these terms and conditions as amended from time to time in accordance with clause 18.8.
<b>Contract;</b>	the contract between Ant Hire and the Customer for the supply of Goods and/or Services comprising these Conditions and the Order.
<b>Customer;</b>	the person or firm who purchases the Goods and/or Services from Ant Hire whose details are contained in the Order.
<b>Data Protection Legislation;</b>	all legislation 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).
<b>Deliverables;</b>	any deliverables produced by Ant Hire for the Customer pursuant to the Services, which may include, where applicable, the Test Report(s).
<b>Equipment;</b>	has the meaning given in clause 7.6.
<b>Force Majeure Event;</b>	has the meaning given to it in clause 17.
<b>Goods;</b>	the goods (or any part of them), including the Deliverables, set out in the Order.
<b>Intellectual Property Rights;</b>	patents, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Location;</b>	has the meaning given in clause 4.3.
<b>Order;</b>	the order setting out the Goods and/or Services to be supplied by the Ant Hire to the Customer.
<b>Services;</b>	the services supplied by Ant Hire to the Customer as set out in the Order which may include repair and maintenance services and/or the grant of a licence to use the Web Portal(s).
<b>Test Report;</b>	the report(s) made available to the Customer by Ant Hire in the "Certificate Manager" section of the Web Portal(s) which is produced pursuant to the Services.
<b>Web Portal(s);</b>	the specified parts of the web portals and dashboards which may be made available by Ant Hire to the Customer free of charge as part of the Services, as more specifically detailed in the Order. To avoid doubt, the term Web Portal(s) shall not, for the purposes of these Conditions, include any elements of the Web Portal(s) which are licensed on a subscription basis subject to payment of associated subscription fees.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

**2. CONTRACT FORMATION**

- 2.1 Ant Hire will provide the Customer with a quotation which details the Goods and/or Services to be offered to the Customer. The Customer shall notify Ant Hire if it wishes to proceed with the quotation. This may be done verbally or in writing, or by the Customer supplying Ant Hire with a purchase order number, or otherwise. On giving such notification, the Customer shall have made an offer to purchase Goods and/or Services from Ant Hire subject to these Conditions.
- 2.2 Ant Hire will confirm to the Customer in writing if it accepts the Customer's offer, based on the quotation. If Ant Hire accepts the Customer's offer, the quotation shall become the Order. The date on which Ant Hire confirms it has accepted the Customer's offer shall be the

date on which the Contract comes into existence (the **Commencement Date**).

- 2.3 Any samples, drawings, descriptive matter or advertising issued by Ant Hire and any descriptions of the Goods or Services contained in Ant Hire's catalogues, brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
  - 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
  - 2.5 Any quotation given by Ant Hire shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
  - 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 3. GOODS**
- 3.1 The Goods are described in the Order.
  - 3.2 To the extent that the Goods are to be manufactured in accordance with a specification issued by the Customer, the Customer shall indemnify Ant Hire against any losses Ant Hire incurs in connection with a third party claiming that the Customer's specification infringes that third party's Intellectual Property Rights. This clause 3.2 shall survive termination of the Contract.
  - 3.3 Ant Hire reserves the right to amend any specification for the Goods if required by any applicable statutory or regulatory requirement, and Ant Hire shall notify the Customer in any such event.
- 4. DELIVERY OF GOODS**
- 4.1 Ant Hire shall ensure that the Goods include a delivery note which shows the date of the Order and information relevant to the Customer's order.
  - 4.2 At any time after Ant Hire notifies the Customer the Goods are ready, the Goods shall either be:
    - 4.2.1 delivered by Ant Hire to the location set out in the Order or such other location as may be agreed with the Customer before delivery; or
    - 4.2.2 Collected by the Customer from the location notified to it in writing by Ant Hire.
  - 4.3 Ant Hire shall specify in the Order whether the Goods are to be delivered by Ant Hire or collected by the Customer and the location which the Goods shall be delivered to or collected from shall be known as the "Location" in these Conditions.
  - 4.4 Delivery of the Goods shall be completed on arrival of the Goods at, or collection of the Goods from, the Location (as applicable).
  - 4.5 Any dates quoted for delivery or collection of the Goods are approximate only, and the time of delivery is not of the essence.
  - 4.6 Ant Hire shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Ant Hire with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
  - 4.7 If the Customer fails to collect or take delivery of the Goods within one (1) Business Day of Ant Hire notifying the Customer that the Goods are due for delivery, then:
    - 4.7.1 delivery or collection of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which Ant Hire notified the Customer that the Goods were ready; and
    - 4.7.2 Ant Hire shall store the Goods until delivery or collection takes place, and charge the Customer for all related costs and expenses (including storage, insurance and any third party costs associated with redelivery of the Goods).
  - 4.8 If ten (10) Business Days after Ant Hire notified the Customer that the Goods were due for delivery or collection, the Customer has failed to accept delivery of or collect them, Ant Hire may resell or otherwise dispose of part or all of the Goods.
  - 4.9 Ant Hire may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY OF GOODS**
- 5.1 Ant Hire warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
    - 5.1.1 be free from material defects in design, material and workmanship; and
    - 5.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
  - 5.2 Subject to clause 5.3, Ant Hire shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
    - 5.2.1 the Customer gives notice in writing during the warranty period within 5 Business Days of the Goods being collected or within 5 Business' Days of the defect being discovered, if later, that

- some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 Ant Hire is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by Ant Hire) returns such Goods to Ant Hire's place of business, at the Customer's cost.
- 5.3 Ant Hire shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer failed to follow Ant Hire's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- 5.3.3 the defect arises as a result of Ant Hire following any drawing, design or specification supplied by the Customer;
- 5.3.4 the Customer alters or repairs such Goods without the written consent of Ant Hire;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, Ant Hire shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Ant Hire.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery or collection (as applicable).
- 6.2 Title to the Goods shall not pass to the Customer until Ant Hire receives payment in full (in cash or cleared funds) for the Goods and any other goods that Ant Hire has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Ant Hire's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Ant Hire's behalf from the date of delivery;
- 6.3.4 notify Ant Hire immediately if it becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.4; and
- 6.3.5 give Ant Hire such information relating to the Goods as Ant Hire may require from time to time.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.4, then, without limiting any other right or remedy Ant Hire may have:
- 6.4.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- 6.4.2 Ant Hire may at any time:
- 6.4.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 6.4.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. SUPPLY OF SERVICES**
- 7.1 Ant Hire shall supply the Services to the Customer in accordance with the specification contained in the Order in all material respects.
- 7.2 Ant Hire shall use reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Ant Hire reserves the right to amend the and specification for the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Ant Hire shall notify the Customer in any such event.
- 7.4 Ant Hire warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.5 Where the Services involve providing the Customer with access to a Web Portal, Ant Hire grants to the Customer, subject to clauses 8.2.1, 15.3.1 and/or 15.4, a limited, royalty free, revocable, non-transferable licence to use the relevant Web Portal for the period during which the relevant Web Portal is made available by Ant Hire to its customers. To enable the Customer to access the applicable Web Portal Ant Hire shall issue the Customer with a password and username to access the applicable Web Portal. Such password and user name must be kept confidential by the Customer.
- 7.6 Where the Services involve the supply of maintenance and repair services in relation to the Customer's equipment (the "Equipment"), Ant Hire shall liaise with the Customer to agree how the Equipment shall be delivered to Ant Hire's premises (if necessary) for the maintenance and repair services to be carried out, and how such Equipment shall be returned to the Customer. Ant Hire recommends that the Customer makes its own arrangements for delivery to and collection of the Equipment from Ant Hire's premises. If agreed with the Customer, Ant Hire may collect the Equipment from and/or return the Equipment to the Customer.
- 7.7 If the parties agree that the Equipment shall be collected by Ant Hire from the Customer and/or returned to the Customer by Ant Hire following completion of the maintenance and repair services, Ant Hire shall engage a subcontractor to arrange collection and/or return of the Equipment to the Customer. If the Equipment is lost or damage during transit, Ant Hire's liability shall be limited to the cover offered by its delivery subcontractor for loss or damage of items in transit. Ant Hire shall choose its delivery subcontractors acting reasonably.
- 7.8 Where the parties agree that Ant Hire shall collect from and/or return the Equipment to the Customer, Ant Hire shall liaise with the Customer to provide approximate dates and times as to when delivery and/or collection shall take place from the premises agreed with the Customer.
- 7.9 Any dates quoted for delivery or collection of the Equipment are approximate only, and the time of delivery is not of the essence.
- 7.10 Ant Hire shall have no liability for any failure to collect and/or deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Ant Hire with adequate delivery or collection instructions for the Equipment.
- 7.11 If the Customer fails to take delivery of the Equipment within one (1) Business Day of Ant Hire notifying the Customer that the Equipment is due for delivery, then:
- 7.11.1 delivery or collection of the Equipment shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which Ant Hire notified the Customer that the Equipment was ready; and
- 7.11.2 Ant Hire shall store the Equipment until delivery or collection takes place, and charge the Customer for all related costs and expenses (including storage, insurance and any third party costs associated with redelivery of the Equipment).
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 The Customer shall:
- 8.1.1 ensure that contents of the quotation (and subsequent Order) are complete and accurate;
- 8.1.2 co-operate with Ant Hire in all matters relating to supply of the Goods and/or Services;
- 8.1.3 provide Ant Hire, its employees, agents, consultants and subcontractors, with access to and/or prepare the relevant premises in readiness for delivery of the Services as reasonably required by Ant Hire ;
- 8.1.4 provide Ant Hire with such information and materials as Ant Hire may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;
- 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for supply of the Goods and/or Services before the date on which the Services are to start / Goods are to be supplied;
- 8.1.6 comply with all applicable laws, including health and safety laws;
- 8.1.7 keep all materials, equipment, documents and other property of Ant Hire (**Ant Hire Materials**) at the Customer's premises in safe custody at its own risk, maintain Ant Hire Materials in good condition until returned to Ant Hire, and not dispose of or use Ant Hire Materials other than in accordance with Ant Hire's written instructions or authorisation.
- 8.2 If Ant Hire cannot supply, or is delayed in supplying, the Goods and/or Services (or any part of them) because the Customer has not performed its obligations under the Contract (a **Customer Failure**):
- 8.2.1 without limiting or affecting any other right or remedy available to it, Ant Hire may suspend supply of the Goods and/or Services pursuant to this Contract and any other Contracts in place between the Customer and Ant Hire (including suspending the Customer's access to the Web Portal(s) and/or access to Test Report(s)) until the Customer Failure is resolved. Until the

Customer Failure is resolved, Ant Hire shall have no liability for any failure to perform its obligations under the Contract;

- 8.2.2 Ant Hire shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Ant Hire's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse Ant Hire on written demand for any costs or losses sustained or incurred by Ant Hire arising directly or indirectly from the Customer Failure.

**9. CHARGES AND PAYMENT**

- 9.1 The price for Goods :
  - 9.1.1 shall be the price set out in the Order; and
  - 9.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be detailed on the Order and invoiced to the Customer.
- 9.2 The price for the Services shall be calculated on a time and materials basis and calculated based on Ant Hire's hourly fee rates in place from time to time. Ant Hire shall provide the Customer with an estimate of the price for the Services. If there is any change to the price for the Services, Ant Hire shall obtain the Customer's approval to such price change before the Services are completed.
- 9.3 Ant Hire shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Ant Hire engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses.
- 9.4 Ant Hire reserves the right to:
  - 9.4.1 increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Ant Hire that is due to:
    - 9.4.1.1 any factor beyond the control of Ant Hire (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
    - 9.4.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods / Services ordered; or
    - 9.4.1.3 any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give Ant Hire adequate or accurate information or instructions in respect of the Goods and/or Services.
- 9.5 The Customer shall pay each invoice submitted by Ant Hire:
  - 9.5.1 within 30 days of the date of the invoice or such other period as is agreed with the Customer in writing; and
  - 9.5.2 in full and in cleared funds to a bank account nominated in writing by Ant Hire, and
 time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which shall be added to the invoice at the prevailing rate.
- 9.7 If the Customer fails to make a payment due to Ant Hire under the Contract by the due date, then, without limiting Ant Hire's remedies under clause 15 (Termination), the Customer shall pay interest, in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**10. EXPORT SALES**

- 10.1 The provisions of this clause apply only where Ant Hire supplies Goods for export from the United Kingdom.
- 10.2 The Customer is responsible, at its own cost, for complying with any legislation or regulations relating to the importation of the Goods and obtaining such import licenses and other consents in relation to the Goods as are required from time to time and, if required by Ant Hire, the Customer will make those licenses and consents available to Ant Hire prior to the relevant shipment.
- 10.3 If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to Ant Hire, the Customer will increase the sum it pays to Ant Hire by the amount necessary to leave the Company with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

**11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Ant Hire. This includes for the avoidance of doubt and without limitation, all Intellectual Property Rights in any Deliverables (including, for the avoidance of doubt and subject to clause 11.3.2, any Test Reports), the Web Portal(s) and all software associated with the Web Portal(s) and all documents produced by Ant Hire as a result of the Services.

- 11.2 Subject to clauses 8.2.1 and 15.3.1 and/or 15.4, Ant Hire grants to the Customer, a fully paid-up, worldwide, non-exclusive, royalty-free licence, for as long as the relevant Web Portal is made available by Ant Hire, to use and copy any Test Reports for its own internal business purposes.
- 11.3 The Customer grants Ant Hire a fully paid-up, worldwide, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Customer to Ant Hire for the term of the Contract for the purpose of providing the Services to the Customer.
- 11.4 To the extent that any Test Reports include information belonging to the Customer, and/or any information generated or derived by the Customer from the testing and associated processes the Customer grants Ant Hire a fully paid up, worldwide, non-exclusive, royalty-free non-transferable, perpetual licence to use such information.

**12. DATA PROTECTION**

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 12, **Applicable Laws** means (for so long as and to the extent that they apply to Ant Hire) 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.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Ant Hire is the data controller and the Customer is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3 Without prejudice to the generality of clause 12.1, Ant Hire 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 Customer for the duration and purposes of the Contract.
- 12.4 Without prejudice to the generality of clause 12.1, the Customer shall, in relation to any Personal Data processed in connection with the Contract:
  - 12.4.1 process that Personal Data only on the written instructions of the Ant Hire unless the Customer is required by Applicable Laws to otherwise process that Personal Data;
  - 12.4.2 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;
  - 12.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 12.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Ant Hire and the Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - 12.4.5 assist Ant Hire, at Ant Hire's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 12.4.6 notify Ant Hire without undue delay on becoming aware of a Personal Data breach; and
  - 12.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 12.
- 12.5 The Customer consents to Ant Hire appointing third-party processors of Personal Data under the Contract. Ant Hire confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 12. Ant Hire shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12 for any breach by such third-party processor of this clause 12.
- 12.6 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

**13. CONFIDENTIALITY**

- 13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business,

affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- 13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**14. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

14.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 14.1.1 death or personal injury caused by negligence;
- 14.1.2 fraud or fraudulent misrepresentation; and
- 14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.2 Subject to clause 14.1, Ant Hire shall have no liability to the Customer for any indirect or consequential losses arising in connection with the Contract including, but not limited to:

- 14.2.1 Loss of profits.
- 14.2.2 Loss of sales or business.
- 14.2.3 Loss of agreements or contracts.
- 14.2.4 Loss of anticipated savings.
- 14.2.5 Loss of use or corruption of software, data or information.
- 14.2.6 Loss of or damage to goodwill.

14.3 Ant Hire's total liability to the Customer for any claim arising under or in connection with the Contract shall be limited to £100,000.

14.4 This clause 14 shall survive termination of the Contract.

**15. TERMINATION**

15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 7 days' written notice.

15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 15.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days after receipt of notice in writing to do so;
- 15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 15.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 15.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.3 Without affecting any other right or remedy available to it, Ant Hire may terminate the Contract with immediate effect by giving written notice to the Customer if:

- 15.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 15.3.2 there is a change of control of the Customer.

15.4 Without affecting any other right or remedy available to it, Ant Hire may suspend the supply of Services and/or all further deliveries of Goods under the Contract or any other contract between the Customer and Ant Hire if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.4, or Ant Hire reasonably believes that the Customer is about to become subject to any of them.

**16. CONSEQUENCES OF TERMINATION**

16.1 On termination of the Contract:

- 16.1.1 the Customer shall immediately pay to Ant Hire all of Ant Hire's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been

submitted, Ant Hire shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- 16.1.2 the Customer shall return all of Ant Hire Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Ant Hire may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and
- 16.1.3 Ant Hire shall be permitted to retain any Equipment and exercise a lien over such Equipment until payment in full has been received by Ant Hire for the Services rendered in respect of such Equipment.

16.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

**17. FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**18. GENERAL**

**18.1 Assignment and other dealings**

- 18.1.1 Ant Hire may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 18.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Ant Hire.

**18.2 Notices.**

- 18.2.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- 18.2.2 Any notice shall be deemed to have been received:
  - 18.2.2.1 if delivered by hand, on signature of a delivery receipt; and
  - 18.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 18.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

18.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.7 **Third parties rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

18.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or

its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.