

TERMS AND CONDITIONS OF SALE

Goods and services

YOUR ATTENTION IS DRAWN TO CLAUSE 12 – LIMITATION OF LIABILITY

1. INTERPRETATION

a) In these conditions:

"Assumptions" means the assumptions as set out in the Proposal or Confirmation.

"Business Hours" 9:00am to 5:00pm on a Working Day.

"Buyer" means the person whose order for the Goods or Services is accepted by the Company.

"Buyer Requirements" means the requirements that must be fulfilled by the Buyer as set out in the Proposal or Confirmation.

"Commencement Date" means the date as set out in the Confirmation.

"Company" means Fire Bright Solutions Limited of Dane Mill Business Centre, Broadhurst Lane, Congleton, Cheshire, CW12 1LA, England.

"Conditions" means these standard terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.

"Confirmation" means the Company's written confirmation of the Buyer's Order.

"Contract" means the contract for the purchase and sale of the Goods or Services.

"Delivery" means the actual or deemed delivery of the Goods in accordance with clause 3.

"Delivery Address" means the place where the Goods are to be delivered as set out in the Confirmation or otherwise agreed with the Buyer.

"Fees" means the price payable for the Goods and the charges payable for the Services as set out in the Confirmation or Proposal.

"Goods" means the goods (including any instalment of the goods), which the Company is to supply in accordance with these Conditions as set out in the Confirmation.

"Order" means the Buyer's order for the supply of Goods and/or Services, which may take the form of an order form, the Buyer's written acceptance of the Company's quotation or Proposal or an oral request for the purchase of Goods or Services, as the case may be.

"Proposal" means the proposal prepared by the Company and submitted to the Buyer.

"Services" means the services to be provided by the Company to the Buyer as identified in the Confirmation or the Proposal.

"Working Day" means a day (other than a Saturday, a Sunday, Christmas Day, Good Friday or a public holiday in England and Wales) when the banks in London are open for business.

"Works" means all work to be undertaken by the Buyer (including, where specified, any design to be carried out by or on behalf of the Buyer and/or the supply of materials or goods).

b) Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. BASIS OF THE CONTRACT

a) The Buyer agrees and acknowledges that it is entering into the Contract as a business not as a consumer and that any person entering into the Contract on behalf of the Buyer has the authority to do so.

b) The Contract shall consist of these Conditions, the Confirmation and any Proposal. In the event of any conflict or inconsistency between the Conditions, the Proposal and the Confirmation, the following order of precedence shall apply:

i) The Confirmation shall take precedence over the Proposal and the Conditions;

ii) The Proposal shall take precedence over the Conditions;

iii) The Conditions.

c) The Company shall sell and the Buyer shall purchase the Goods or Services subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions that the Buyer may seek to impose, or which are implied by trade, custom, practice or course of dealing.

d) Any quotation or Proposal for the Goods or Services given by the Company shall not constitute an offer. The Buyer acknowledges that any discussions with the Company (whether over the phone, email, face to face or otherwise) are on the basis of these Conditions. When the Buyer indicates that he wishes to purchase Goods or Services this is an offer subject to these Conditions. The Contract is entered into when the Company sends the Buyer a Confirmation or delivers the Goods or Services (whichever shall be the earlier), which shall constitute acceptance of the Order.

e) No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Company.

f) The Buyer acknowledges that it has not relied upon any statement, promise, representation, assurance or warranty made or given by the Company which is not set out in the Contract. Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation. No such advice or recommendation will be confirmed in writing unless so requested by the Buyer.

g) Specifications, illustrations, descriptions and other particulars in the Company's literature (other than installation instructions and technical specifications accompanying the Goods) are, unless otherwise stated in writing, for general guidance only and are not technical guidance, representations or part of any contract.

h) Any typographical or clerical omission in any sales literature, quotation, price list acceptance of offer, invoice or other documentation or information issued by the Company shall be subject to correction without any liability on the part of the Company.

i) The person who enters into the Contract on behalf of the Buyer warrants that they have the appropriate and necessary authority to do so and acknowledges that they are entering the Buyer into a binding contract with the Company subject to these Conditions.

j) The Contract or any Order may be cancelled by the Buyer only with the Company's prior written consent. In the event of such cancellation, the Company reserves the right to retain any pre-paid deposit or to charge a cancellation fee, to be paid in accordance with clause 8 or 9 as applicable and calculated as being a minimum of £50 plus VAT but subject to increase to reflect the Company's costs incurred to the date of cancellation, plus loss of profit. If the Goods are deemed to be a 'Special Order' as specified in the Confirmation, the Company may charge the Customer 50% of the agreed price

of the Goods. Any such amounts payable by the Buyer to the Company under this clause 2j shall be a reasonable estimation of loss suffered by the Company and not a penalty to the Buyer.

3. DELIVERY (APPLICABLE TO THE SALE OF GOODS)

a) Delivery shall occur when the Company or its carrier arrives at the Delivery Address and notifies the Buyer of such arrival, or where physical conditions surrounding the Delivery Address do not allow the carrier to reach its destination Delivery shall occur at the place the journey is terminated when notified to the Buyer. Delivery shall also occur on the date the Company proposes to make Delivery where the Company advises that the Goods will be despatched and the Buyer indicates that he will not take deliveries on such date. Where the Goods are collected or to be collected by the Buyer, Delivery occurs when handed over to the Buyer or when the Company notifies the Buyer that the Goods are available for collection.

b) Any dates quoted for delivery of the Goods are approximate only and the time of Delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods howsoever caused.

c) The Company reserves the right to deliver the Goods in instalments.

d) If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions when notified that the Goods are ready for delivery then, without prejudice to any other right or remedy available to the Company, the Company may:

i. (in the case of non-standard products) store the Goods until actual delivery and charge the Buyer its storage charges current at the date thereof (including insurance); and

ii. in the event that the Buyer fails to accept delivery of Goods which are non-standard products for a period of three months or longer or the Buyer fails to accept delivery of Goods which are standard products the Company may sell the Goods at the best price readily obtainable and (after deducting all storage, packing, unpacking, transport and abortive delivery costs and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

4. INSTALLATION, TESTING AND COMMISSIONING

a) The Goods will be installed by the Company (or its appointed agents or subcontractors) if agreed in the Confirmation and the price of such installation shall be set out in the Confirmation. Prior to any installation the Buyer must comply with the Buyer Requirements. If the Buyer Requirements are not met, the Company reserves the right to apply additional charges to cover any additional cost to the Company. Such additional fees will be invoiced and payable in accordance with clause 8.

b) The Goods must not be used until full testing has been carried out to verify their functions ("Commissioning") and any such use prior to this is at the Buyer's own risk.

c) If the Goods are not installed or commissioned by the Company, the Buyer shall ensure that the Goods are installed in accordance with the manufacturer's specification as outlined in any installation documents provided. During the Commissioning process if such installation is found to be incomplete or incorrect the Company will advise the Buyer of the required remedial actions. The Company may agree additional charges with the Buyer for undertaking such work. Such additional fees will be invoiced and payable in accordance with clause 8 or 9.

d) Any works the Buyer carries out to its premises in anticipation of the installation of the Goods are strictly at the Buyer's own expense and risk and the Company shall have no liability in relation to such works.

5. RISK

a) Risk of damage to or loss of the Goods shall pass to the Buyer upon Delivery.

b) Notwithstanding Delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.

c) Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

d) Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer where the Goods are situated and repossess the Goods.

e) The Goods will be installed by the Company (or its appointed agents or subcontractors) if so agreed in the Confirmation and the price for such installation shall be set out in the Confirmation.

f) If the Goods are installed by the Buyer, the Buyer shall ensure that the Goods are installed in accordance with the manufacturer's specifications and as outlined in any installation documents provided. Any failure to comply with the provisions of this clause may void any warranty provided with the Goods.

g) Any works that the Buyer carries out to its premises in anticipation of the installation of the Goods are strictly at the Buyer's own risk and expense and the Company shall have no liability in respect of such works.

6. PERFORMANCE (APPLICABLE TO THE PROVISION OF SERVICES)

a) The Services will be provided by the Company or its agents during Business Hours (unless otherwise agreed by the Company).

b) The Company will use reasonable endeavours to meet any specified response or fix times. For the avoidance of doubt, any response or fix times are not guaranteed by the Company. Time for performance of the Services shall not be of the essence of the Contract.

c) The Company shall provide the Services with reasonable care and skill but otherwise all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

d) The Buyer must comply with the Buyer Requirements in order for the Company to provide the Services. If the Buyer Requirements are not met,

the Company reserves the right to apply additional charges to cover any additional cost to the Company. Such additional fees will be invoiced and payable in accordance with clause 8 or 9 as applicable.

e) The Services do not include the following:

i. Provision for civil works, cutting away, making good, re-decoration, builders work or moving material or equipment to gain access; and

ii. Working around or near asbestos. If asbestos is found during installation it will be the Buyer's responsibility to make the area safe for installation works to proceed. The Company reserves the right to charge the Buyer additional costs for installation works carried out adjacent to asbestos.

f) The Company may charge a service charge to cover the wasted costs of a requested visit where:

i) the Buyer, fails to cancel a visit by the Company to provide the Services within a reasonable time before the visit;

ii) the Company is, through no fault of the Supplier, unable to access the Goods to carry out the Services;

iii) no fault is found in the Goods; or

iv) the fault results from a failure in the utility services connected to the Goods;

7. PRICE OF GOODS AND SERVICES

a) In consideration of the provisions of Goods and Services the Buyer shall pay the Fees.

b) The Fees shall be as stated on the Confirmation/Proposal, or where not stated as set out in the Company's quoted price list. The Fees based on the Assumptions. The Company reserves the right to charge the Buyer additional costs if any of the Assumptions are incorrect.

c) The Company reserves the right, by giving notice in writing to the Buyer at any time before delivery to increase the list price of the Goods and Services to reflect any increase in the cost to the Company due to any change in delivery dates, quantities or specifications for the Goods and Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

d) Except as otherwise stated in writing and signed by an authorised representative of the Company all prices shall be ex-works and the Company at the expense of the Buyer will arrange carriage. The Company in its sole discretion may waive carriage charges. If the Buyer instructs the Company to use a carrier or shipping agent different to that used by the Company in the ordinary course all additional costs incurred as a result of such instruction shall be borne by the Buyer.

e) The Buyer may request or the Company may recommend a change in the Goods and/or Services ("Change"). Any such Change shall be notified by one party to the other in writing. Where such Change is accepted by either party, the Company shall provide to the Buyer an updated Proposal/Confirmation and amend the Fees accordingly to reflect the Change.

f) Unless otherwise specified in writing, prices do not include VAT or any other duty or tax payable by the Buyer.

8A. PAYMENT (in cases where Contract is longer than 45 days and classified as a "Construction Contract" as defined in the Housing Grants, Construction and Regeneration Act 1996)

a) Upon the last Working Day of each calendar month, the Company shall submit to the Buyer an interim application (the "Interim Application") stating the total amount which the Company considers to be due to it together with all such supporting documents, vouchers, receipts and other information as required to check the same.

b) The due date for payment shall be the tent Working Day following receipt by the Buyer of an Interim Application (the "Due Date"). The final date for payment of each Interim Application (the "Final Date for Payment") shall be the date occurring twenty 20 Working Days after the Due Date for payment of the relevant Interim Application or fifteen (15) Working Days after receipt of the invoice referred to in clause 8a. c), whichever is the later.

c) Not later than the date occurring five (5) Working Days after the Due Date for payment of an Interim Application, the Buyer shall issue to the Company a notice specifying the amount (if any) that the Buyer considers to be or to have been due at the Due Date for payment in respect of the Interim Application and the basis on which that amount is calculated (a "Payment Notice"). Such amount shall be calculated as the total of the value of the part of the services properly executed up to the end of the preceding month less the sum of the amounts previously paid by the Buyer to the Company under the Order. It is immaterial that the amount referred to in the Payment Notice may be zero.

Where required, the Company shall, immediately upon receipt of a Payment Notice, give to the Buyer an invoice valid for VAT purposes for the amount stated as due from the Buyer in the Payment Notice.

d) Subject to clause 8a.f) below and unless the Buyer has served a notice under clause 8a.e) below, the Buyer shall pay to the Company the amount stated as due in each Payment Notice or if the Buyer has not issued a Payment Notice, under clause 8a.c) above, the amount set out in the Interim Application, (in this clause 8a, the "Notified Sum") on or before the Final Date for Payment.

e) Not less than two Working Days before the Final Date for Payment (in this clause 8a, the "Prescribed Period"), the Buyer may give the Company notice that it intends to pay less than the Notified Sum (in this clause 8a, a "Pay Less Notice"). Any Pay Less Notice shall specify:

i. The sum that the payer considers to be due on the date the notice is served; and

ii. The basis on which that sum is calculated.

f) Notwithstanding clauses 8a.d) and 8a.e), if the Buyer becomes insolvent after the Prescribed Period under this Order, the Company shall not be required to pay any of its Subcontractors who are performing works under this Order unless the Company has received payment in respect thereof from the Buyer.

g) In the event of the late payment of any part of the Contract Sum by the Buyer to the Company or of any other amount from time to time payable by any party to another party under this Order, interest shall be payable on any amount thereof improperly withheld or delayed at a rate of five per cent (5%) per annum in excess of the rate set from time to time by the Bank of England's Monetary Policy Committee (or any successor, calculated from the Final Date for Payment of such amount (or, if there is no final date for payment thereof, from the final date on which such amount ought otherwise to have been paid) until the date when payment is made. Both parties agree that payment of such interest will constitute a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

h) Any retentions made by the Buyer shall, be released to the Company in the

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first payment that the Buyer makes to the Company after the later of the expiry of the Rectification Period and the rectification of all defects, shrinkages and other faults in the Works which the Buyer instructs the Company to make good.

i) Title to any goods and materials intended for the Works shall only vest in the Buyer upon the Buyer making payment to the Company in respect of such goods and materials.

8B. PAYMENT (where the Contract is for 45 days or less and/or is not classified as a "Construction Contract")

a) The Company may invoice the Buyer for the Goods and Services on or at any time after the Confirmation is issued and will require payment in cleared funds before Delivery can be arranged unless otherwise agreed in writing with the Company.

b) If the Company has agreed in writing to payment being made after Delivery, payment shall be due 30 days net monthly from the date of the invoice unless otherwise specified by the Company. Time of payment is of the essence.

c) If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 5% per annum above the base lending rate of Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Buyer shall pay the interest together with the overdue amount.

d) The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

9. FURTHER TERMS OF PAYMENT

a) Subject to approval by an authorised representative of the Company of the Buyer's current credit rating, the Company may extend credit to the Buyer such that payment of the price shall be due and payable within 30 days net monthly of the date of invoice unless otherwise agreed in writing by an Authorised representative of the Company. The Company reserves the right to withdraw any credit facility previously made available to the Buyer at any time and to require payment of all sums due in accordance with the provisions of Clause 6(b) below. Whenever credit is made available to the Buyer in accordance with this Clause 9a any payments received from the Buyer shall be appropriated to the oldest debt due from the Buyer to the Company.

b) When credit has not been approved in accordance with Clause 9a above payment of the price shall be due and payable on or before Delivery unless otherwise agreed in writing by an authorised representative of the Company and time of payment of the price shall be of the essence of the Contract.

c) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

iii. cancel the Contract or suspend any further deliveries to the Buyer;

iv. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and

v. charge interest to the Buyer at the rate of 2% per month above the base rate from time to time of Lloyds TSB Bank plc on the unpaid balance (such interest to accrue on a day to day basis from the due date for payment until receipt by the Company of the full amount whether before or after any judgement); and

vi. the Buyer shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to Clause 9.

10. SUSPENSION

a) If the Buyer fails to pay a sum to the Company in accordance with clause 8a (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Company has given notice to the Buyer, of its intention to suspend performance of its obligations under the Contract and the grounds for such suspension, the Company, without affecting its other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.

b) Where the Company exercises its right of suspension under clause 10a, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of exercising the right.

c) Applications in respect of any such costs and expenses shall be made to the Buyer and the Company shall with its application or on request, submit such details as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next interim certificate

11. WARRANTIES AND LIABILITY

a) Subject to condition 11b, the Goods and Services are warranted to be free from defects in design, material and workmanship for a period of twelve months from the date of Delivery or date of performance respectively ("Warranty Period"). In the case of Goods, where the Company also installs and/or commissions the Goods the Warranty Period shall commence on the date of installation or commissioning, whichever shall be the latter.

b) The above warranty is given subject to the following conditions:

i. the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

ii. in the case of Goods which have not been commissioned or installed by the Company, the warranty at Condition 11a shall apply to parts only and labour costs will be chargeable;

iii. The Buyer must give written notice to the Company of such claim within the Warranty Period;

iv. the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, incorrect movement, improper installation or commissioning, neglect, failure to follow the Company's instructions (whether oral or in writing), operation in environmental conditions outside specified safe operating extremes, misuse or modification or repair of the Goods without the Company's approval, or if the Goods are not serviced to manufacturers' recommendations or any corresponding British Standard requirements.

c) In the event of loss or damage occurring to Goods during transit where the Goods are transported by the Company, its carrier or by a carrier specified by the Buyer, the Buyer must give written notice to the Company within two working days of the date of Delivery and further where such Goods are

consigned by a carrier of the Company the Buyer must in addition comply in all respects with that carrier's conditions of carriage for notification for omissions from the delivery or loss or damage in transit. The Buyer must give written notice to the Company within three working days of receipt of invoice if the Goods have not been delivered by the Company or its carrier to the destination agreed in the Contract. Failure to give written notice pursuant to this sub-clause shall mean that the Buyer shall be deemed to have accepted the Goods as being in good order and in conformity with the Contract.

d) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified in writing to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

e) Where any valid warranty claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, upon receipt of the Goods the Company shall be entitled at its sole discretion to replace the Goods (or the part in question) free of charge or, refund to the Buyer the price of the Goods (or a proportionate part of the price) or, repair the product by correcting the non-conformance. This shall be the Buyer's sole and exclusive remedy in respect of a breach of the warranty set out at clause 11a.

f) If a warranty claim is made by the Buyer and upon receipt of the Goods the Company in its absolute discretion determines that the warranty claim is not valid the Company shall have the right to levy a re-stocking charge against the Buyer at its then current rate.

g) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

h) The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

i. Act of God, explosion, flood, tempest, fire or accident;

ii. war or threat of war, sabotage, insurrection, civil disturbance or requisition;

iii. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

iv. import or export regulations or embargoes;

v. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);

vi. difficulties in obtaining raw materials, labour, fuel, parts or machinery;

vii. power failure or breakdown in machinery.

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

12. LIMITATION OF LIABILITY

a) Nothing in these Conditions shall limit or exclude the Company's liability for;

i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or

ii. Fraud or fraudulent misrepresentation; or

iii. Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

iv. Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

b) Subject to clause 12a, the Company shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

c) the Company's sole liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total sum of the Fees actually paid by the Buyer under the Contract during the 12 month period immediately preceding the date of the claim.

13. TERMINATION

a) The Company and the Buyer shall each have the right to terminate this Contract in respect of the provision of Services without reason upon three (3) months prior written notice.

b) Without prejudice to any other provision in these Conditions the Company shall have the right to terminate the Contract with immediate effect by giving written notice to the Buyer in the following circumstances;

i. The Buyer commits a material breach;

ii. The Buyer fails to make payment in accordance with the terms of the Contract;

iii. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

iv. an encumbrance takes possession, or an administrative receiver or administrator is appointed, of any of the property or assets of the Buyer; or

v. the Buyer ceases, or threatens to cease, to carry on business or suffers any action in consequence or debt; or

vi. the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract are placed in jeopardy;

vii. (if being an individual) the Buyer is the subject of a bankruptcy order, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental

health legislation; or

viii. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

c) If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. INTELLECTUAL PROPERTY

a) The Buyer acknowledges that any and all of the trade marks trade names copyrights patents service marks design rights and registered designs and other intellectual property rights used or embodied in or in connection with the Goods or any parts thereof in which the Company has an interest is and shall remain vested in the Company. The Buyer shall not at any time in any way question or dispute the ownership of any such rights.

b) In the event that new inventions designs or processes evolve in performance or as a result of any agreement under these terms and conditions the Buyer acknowledges that all intellectual property rights in the same shall belong to the Company unless otherwise agreed in writing by the Company.

c) The Buyer shall indemnify the Company fully against all liabilities costs and expenses, which the Company may incur as a result of work done in accordance with the Buyer's specifications involving infringement of any patent or other intellectual property right.

15. SOFTWARE

a) The Company hereby grants to the Buyer a non-exclusive and non-transferable licence to use the computer software ("the Software") embedded in or forming an integral part of the Goods in the form in which it is embedded in or integrated in the Goods at the time of delivery to the Buyer for use in conjunction with the remainder of the Goods but subject to the condition that the Goods are used only for their intended purpose.

b) Except as expressly permitted by this sub-clause and save to the extent and in the circumstances expressly required to be permitted by law, the Buyer shall not rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or any part thereof in any way.

c) The Buyer shall be entitled to transfer the benefit of the licence granted pursuant to clause 12(a) ("the Licence") and the right to transfer the Licence in the terms of this clause 12 (c) to any purchaser of the Goods provided the purchaser agrees before making such purchase to be bound by the terms of this Clause 12. If the purchaser does not accept such terms then the Licence shall automatically and immediately terminate.

d) The Licence shall remain effective without limit in time until it is terminated in accordance with clause 12 (c) above or until the Buyer shall terminate it by erasing or destroying the Software. The Licence shall also terminate automatically and immediately if the Buyer shall fail to abide by the terms of this Clause 12. Upon termination of the Licence, for whatever reason, the Buyer shall deliver up to the Company the media on which the Software is recorded or embedded (and all copies thereof (if any) in the Buyer's possession) or, at the Company's option, shall erase or otherwise destroy the Software (and all copies thereof (if any) in the Buyer's possession) and shall certify to the Company that the same has been done.

16. FORCE MAJEURE

a) Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

17. GENERAL

a) No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

b) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

c) The Buyer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract without the prior written consent of the Company.

d) If any provision of these Conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

e) The Contract shall be governed by the laws of England and any dispute arising out of or in connection with it shall be determined by the exclusive jurisdiction of the English courts.

18. DATA PROTECTION

a) The Company is entitled to make searches about the Buyer at credit reference agencies. The agencies may record details of searches whether or not the Company agrees to enter into the Contract.

b) The Company may use credit-scoring methods to assess whether or not to enter into the Contract with the Buyer and, in some cases, to verify the Buyer's identity. This information may also be used for debtor tracing, to prevent money laundering, and to help with the Company's credit-risk and fraud protection activities.

c) If the Company enters into the Contract with the Buyer, the Company may provide on-going details to the credit reference agencies where the Buyer fails to pay on time or defaults under the Contract.

d) The Supplier will store the Customer's contact details on its customer database which will be shared with other members of the JLA Group and external third parties (such as sub-contractors) acting on the Supplier's behalf as necessary to fulfil the Supplier's obligations under the Contract. For full details please refer to the Company's privacy policy at <http://www.firebrightsolutions.co.uk/privacy.php>.

e) The Company may also use the Buyer's contact details to contact the Buyer from time to time about products and services within the Company group. The Buyer may withdraw its consent for any personal data to be used for marketing purposes and can amend marketing preferences at any time by contacting info@firebrightsolutions.co.uk. Please see the Suppliers privacy notice at <http://www.firebrightsolutions.co.uk/privacy.php>.